

IN THE SUPREME COURT OF THE STATE OF NEVADA

WALTER G. SALVATIERRA, AN
INDIVIDUAL,
Appellant(s),

vs.

CARRINGTON MORTGAGE SERVICES,
LLC,
Respondent(s),

Electronically Filed
Jan 05 2022 09:17 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

Case No: A-21-831162-C

Docket No: 83650

RECORD ON APPEAL

ATTORNEY FOR APPELLANT
WALTER G. SALVATIERRA #1244436,
PROPER PERSON
P.O. BOX 650
INDIAN SPRINGS, NV 89070

ATTORNEY FOR RESPONDENT
ACE C. VAN PATTEN , ESQ.
10100 W. CHARLESTON BLVD., STE. 220
LAS VEGAS, NV 89135

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TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

Electronically Filed
3/16/2021 1:38 PM
Steven D. Grierson
CLERK OF THE COURT



CASE NO: A-21-831162-C
Department 11

1 ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
2 KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
3 **TIFFANY & BOSCO, P.A.**
4 10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
5 (702) 258-8200
6 Attorney for Plaintiff

7 TB #20-72329

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 CARRINGTON MORTGAGE SERVICES,
11 LLC,

Case No.:
Dept. No.:

12 Plaintiff,

COMPLAINT

13 vs.

ARBITRATION EXEMPT
(Action Concerning Title to Real Property)
(Declaratory Relief)

14 MARLENE D. NARVAEZ, an individual;
15 WALTER G. SALVATIERRA, an individual;
16 U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR FIRST FRANKLIN
17 MORTGAGE LOAN TRUST 2006-FF10,
MORTGAGE PASS THROUGH
18 CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
19 through 10, inclusive;

20 Defendants.
21

22 COMES NOW Plaintiff, Carrington Mortgage Services, LLC (hereinafter the
23 "Plaintiff"), by and through its counsel of record, Ace C. Van Patten, Esq. of the law firm of
24 Tiffany & Bosco, P.A., and complains and avers of the Defendants as follows:

25 **PARTIES, JURISDICTION, AND VENUE**

26 1. The Plaintiff is a national association duly authorized to conduct business in the
27 State of Nevada.
28

1 2. Defendant, Marlene D. Narvaez (hereinafter "Marlene"), upon information and
2 belief, at certain times material herein, was an individual residing in the State of Nevada,
3 County of Clark and a co-owner of certain real property located in Clark County, Nevada which
4 is the subject of this action.

5 3. Defendant, Walter G. Salvatierra (hereinafter "Walter" and together with
6 Marlene referred to as the "Defendants"), upon information and belief, at certain times material
7 herein, was an individual residing in the State of Nevada, County of Clark and a co-owner of
8 certain real property located in Clark County, Nevada which is the subject of this action.

9 4. Defendant, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
10 FIRST FRANKLIN MORTGAGE LOAN TRUST 2006-FF10, MORTGAGE PASS
11 THROUGH CERTIFICATES, SERIES 2006-FF10, upon information and belief, at certain
12 times material herein, is a national association with headquarters in Minnesota.

13 5. The Defendants DOES 1 through 10 and ROE BUSINESS ENTITIES 1 through
14 10 are set forth herein pursuant to Rule 10 of the Nevada Rules of Civil Procedure as all
15 unknown persons or business entities currently unknown to Plaintiff who have a claim to any
16 interest in the subject matter of this action, whose true name(s) is (are) unknown to Plaintiff,
17 and who are believed to be responsible for the events and happenings referred to in this
18 Complaint, causing injuries and damages to the Plaintiff, or who are otherwise interested in the
19 subject matter of this Complaint. At such time when the names of said DOES and ROE
20 BUSINESS ENTITIES have been ascertained, Plaintiff will request leave from the court to
21 insert their true names and capacities and adjoin them in this action so that the Complaint will
22 be amended to include the appropriate names of said DOES and ROE BUSINESS ENTITIES.

23 6. The claims set forth in this Complaint pertain to real property located in Clark
24 County, Nevada.

25 7. Jurisdiction is obtained and venue is properly set in the Eighth Judicial District
26 Court for the State of Nevada.

27 ///

28 ///

GENERAL ALLEGATIONS

8. On or about December 17, 2008, the Defendants acquired ownership as joint tenants of the real property commonly known as 4616 Hearts Desire Avenue, Las Vegas, Nevada 89115, Assessor's Parcel Number 140-08-115-005 (hereinafter the "Subject Property") through a Grant, Bargain, Sale Deed recorded with the Clark County Recorder as Instrument No. 20090114-0003073. *Exhibit "1," attached hereto.*

9. On or about January 9, 2009, Defendants executed a promissory note (hereinafter the "Note") in favor of Taylor, Bean & Whitaker Mortgage Corp. for a home loan relating to the Subject Property. *Exhibit "2," attached hereto.*

10. In conjunction with the Note, Defendants executed a deed of trust (hereinafter the "Deed of Trust") listing Taylor, Bean & Whitaker Mortgage Corp. as lender and Mortgage Electronic Registration Systems, Inc. as nominee beneficiary. *Exhibit "3" attached hereto.*

11. The Deed of Trust was recorded against the Subject Property with the Clark County Recorder on January 14, 2009, as Instrument No. 20090114-0003074. *Exhibit "3," attached hereto.*

12. Plaintiff acquired its interest in the Subject Property by way of an Assignment of Deed of Trust recorded with the Clark County Recorder on February 5, 2015, as Instrument No. 20150205-0003591. *Exhibit "4," attached hereto.*

13. At the time the loan documents were executed, the legal description attached to the Grant Deed and Deed of Trust contained errors.

14. The legal description of the Subject Property was listed in the Grant Deed and Deed of Trust as follows:

LOT 5 IN BLOCK 3 OF ALEXANDER ESTATES, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 35, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 27, 2004, IN BOOK 22040227 AS DOCUMENT NO. 01479.

15. The legal description of the Subject Property should have been listed in the Grant Deed and Deed of Trust as follows:

1 LOT 5 IN BLOCK 3 OF ALEXANDER ESTATES, AS SHOWN BY MAP
2 THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 35, IN THE OFFICE OF
3 THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND
4 AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY
5 27, 2004, IN BOOK **20040227** AS DOCUMENT NO. 01479.

6 16. The legal description does not reflect the correct information.

7 17. Therefore, the Plaintiff has proceeded with this action for declaratory relief, quiet
8 title relief, reformation, and other forms of appropriate relief.

9 **FIRST CAUSE OF ACTION**

10 **(Declaratory Relief)**

11 18. The Plaintiff repeats and realleges each and every allegation contained in
12 paragraphs 1 through 17 and incorporates the same as though fully set forth herein.

13 19. A true and justiciable controversy exists between the Plaintiff and the
14 Defendants concerning title to certain real property.

15 20. The Plaintiff's interests are adverse to those of the Defendants.

16 21. The Plaintiff's rights, status and legal relations in relation to the Defendants and
17 certain real property are affected by statute, including NRS 111.

18 22. This matter is filed in part under the Uniform Declaratory Judgment Act.

19 23. Pursuant to NRS 30.040, the Plaintiff is entitled to declaratory relief as to rights,
20 status, and legal relations at issue in this matter.

21 **SECOND CAUSE OF ACTION**

22 **(Quiet Title)**

23 24. The Plaintiff repeats and realleges each and every allegation contained in
24 paragraphs 1 through 23 and incorporates the same as though fully set forth herein.

25 25. The Defendants claim an estate or interest adverse to the Plaintiff with respect to
26 certain real property.

27 26. The Plaintiff brings this action for the purpose of determining such adverse
28 claim.

///

27. The Plaintiff is entitled to legal and equitable relief in this matter.

THIRD CAUSE OF ACTION

(Reformation)

28. The Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 27 and incorporates the same as though fully set forth herein.

29. The legal description of the Subject Property set forth in the Grant Deed and Deed of Trust contained one or more errors, and the Grant Deed and Deed of Trust and any and all other related documents should be reformed to include or correspond to the correct legal description of the Subject Property set forth herein

30. It would be inequitable to not reform the legal description in the Grant Deed and Deed of Trust and other related documents to the correct legal description of the Subject Property.

31. Justice and fairness demand that the legal description in the Grant Deed and Deed of Trust and any related documents be reformed to include or correspond to the correct legal description of the Subject Property.

WHEREFORE, the Plaintiff prays for relief as follows:

1. For a Declaratory Judgment that the Grant Deed and Deed of Trust be amended and reformed to include the following correct legal description of the Subject Property; and

2. For such other and further relief as the Court may deem just and proper.

DATED this 10th day of March, 2021.

TIFFANY & BOSCO, P.A.

/s/ Ace C. Van Patten, Esq.
ACE C. VAN PATTEN, ESQ.
Attorneys for Plaintiff

EXHIBIT 1

EXHIBIT 1

20090114-0003073

RECORDING REQUESTED BY:

LSI Title Agency, Inc.
Order No. 080049715
Escrow No. FT080014737

Fee: \$17.00 RPTT: \$714.00
N/C Fee: \$25.00
01/14/2009 12:28:02
T20090013855
Requestor:
FIDELITY RAINBOW
Debbie Conway OSA
Clark County Recorder Pgs: 5

**When Recorded Mail Document
and Tax Statement To:**
Marlene D. Narvaez and Walter G. Salvatierra
4616 Hearts Desire Avenue
Las Vegas, NV 89115

RPTT: \$714.00
APN: 140-08-115-005

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That U.S. Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2006-FF10, Mortgage Pass Through Certificates, Series 2006-FF10

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey To: **Marlene D. Narvaez, A Single Woman and Walter G. Salvatierra, A Single Man, Both As Joint Tenants**

all that real property situated in Clark County, State of Nevada, bounded and described as follows:

See "Exhibit One" Legal See "Exhibit Two" Special Warranty Deed for Verbiage

SUBJECT TO: 1. Taxes for the fiscal year 2008-09
2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED: December 17, 2008

U.S. Bank National Association, as Trustee for
First Franklin Mortgage Loan Trust 2006-FF10,
Mortgage Pass Through Certificates, Series
2006-FF10

BY: _____

CHERYL E. KRUEGER, DOC. CONTROL OFFICER
Select Portfolio Servicing, Inc. as Attorney in Fact

STATE OF Utah
COUNTY OF Salt Lake

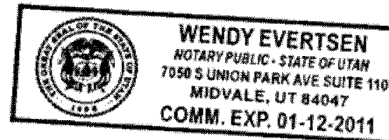
I, Wendy Evertsen, a Notary Public of the
County and State first above written, do hereby
certify that CHERYL E. KRUEGER, DOC. CONTROL OFFICER
personally appeared before me this day and
acknowledged the due execution of the
foregoing instrument.

Witness my hand and official seal, this the

Wendy Evertsen
Notary Public

My Commission Expires: 01-12-2011

(SEAL)



ORDER NO: 080049715

REFERENCE NO: 0011478252

EXHIBIT "ONE"

LEGAL DESCRIPTION

LOT 5 IN BLOCK 3 OF ALEXANDER ESTATES, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 35, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 27, 2004 IN BOOK 22040227 AS DOCUMENT NO. 01479.

Chicago Title Insurance Company

2

SPECIAL WARRANTY DEED
Exhibit "Two"

"Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise."

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.

- (1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
- (2) All valid oil, gas and mineral rights, interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
- (3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
- (4) All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
- (5) Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to changes(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and
- (6) Any conditions that would be revealed by a physical inspection and survey of the Property.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 140-08-115-005
b) _____
c) _____
d) _____

2. Type of Property:

- a) ☐ Vacant Land b) ☒ Single Fam. Res.
c) ☐ Condo/Townhouse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm/Vind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other

FOR RECORDERS OPTIONAL USE ONLY	
Notes:	_____

- 3. Total Value/Sales Price of Property** \$ 140,000.00
Deed in Lieu of Foreclosure Only (Value of Property) \$ _____
Transfer Tax Value: \$ 140,000.00
Real Property Transfer Tax Due \$ 714.00

4. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section:
b) Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100.00%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____
 Signature: CHERYL E. KRINGER, DUEY COUNTY OFFICIAL

Capacity: Grantor
 Capacity: Grantee

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(Required)
Print Name: U.S. Bank National Association,
 as Trustee for First Franklin
 Mortgage Loan Trust
 2006-FF10, Mortgage Pass
 Through Certificates, Series
 2006-FF10

(Required)
Print Name: Marlene D. Narvaez, Walter G.
 Salvatierra

Address: 3815 South West Temple
City, State, Zip: Salt Lake City, UT 84115

Address: 4616 Hearts Desire Avenue
City, State, Zip: Las Vegas, NV 89115

COMPANY/PERSON REQUESTING RECORDING (required if not the seller or buyer)

Fidelity National Title Agency of Nevada, Inc.
500 N. Rainbow, Suite 100
Las Vegas, NV 89107

Escrow #: FT13-FT080014737-PW

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 2

EXHIBIT 2

NOTE

FHA CASE NO. [REDACTED]

January 09, 2009 [Date]

4616 HEARTS DESIRE AVENUE
LAS VEGAS, NV 89115
[Property Address]

1. PARTIES
"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Taylor, Bean & Whitaker Mortgage Corp.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of One Hundred Thirty Seven Thousand Eight Hundred Thirty Seven and no/100 Dollars (U.S. \$137,837.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Five and One Half percent (5.5000%) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time
Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on March 01, 2009 . Any principal and interest remaining on the first day of February 2039
(B) Place
Payment shall be made at Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Ave, Ocala, FL 34475

(C) Amount
Each monthly payment of principal and interest will be in the amount of U.S. \$782.62
This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

MULTISTATE FIXED RATE NOTE

MEM 6432L1 (0809)



TB432 20080902.100003

6/96
GreatDocs™
(Page 1 of 3)

MULTI-STATE FBA FIXED RATE NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address. Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

8. GIVING OF NOTICES

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

7. WAIVERS

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(C) Payment of Costs and Expenses

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(B) Default

Four If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of 4.0000 percent () of the overdue amount of each payment.

(A) Late Charge for Overdue Payments

6. BORROWER'S FAILURE TO PAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

5. BORROWER'S RIGHT TO PREPAY

☐ Other [specify]

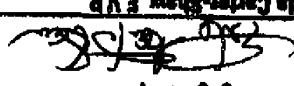
☐ Growing Equity Allonge

☐ Graduated Payment Allonge

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

(D) Allonge to this Note for Payment Adjustments

MULTISTATE FHA FIXED RATE NOTE

By: Taylor, Bean & Whitaker
Mortgage Corp.

Eric Carter-Shaw, E.V.P.

Without recourse, pay to the order of

[Sign Original Only]


(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

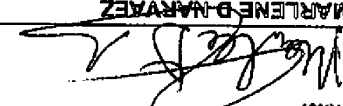
WALTER G SALVATIERRA



(Seal)
-Borrower

(Seal)
-Borrower

MARLENE B. MARVAEZ



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this

Note.

EXHIBIT 3

EXHIBIT 3

20090114-0003074

Fee: \$26.00 RPTT: \$0.00
N/C Fee: \$25.00
01/14/2009 12:28:02
T2009C013855
Requestor:
FIDELITY RAINBOW
Debbie Conway OSA
Clark County Recorder Pgs: 13

I hereby affirm that this document
submitted for recording does not
contain a Social Security number.


Signature

Marlene D. Narvaez Buyer
Printed name & title

APN# 140-08-113-005

Recording Requested By:

Name: Taylor, Bean & Whitaker Mortgage Corp.
Address: 1417 North Magnolia Ave
City/State/Zip: Ocala, FL 34475

"DEED OF TRUST"

If legal description is a metes and bounds description, furnish the following information:

Legal Description obtained from _____ (type of
document), Book _____, Page _____, Document Number _____,
recorded _____ (date) in the _____
County Recorder office.

If Surveyor, please provide name and address.

This page added to provide additional information required by NRS 111.312 Sections
1-4. (Additional recording fee applies.)

This cover page must be typed.

C0819L0 - NV Affirmation Cover Sheet

C0819_20070530.100000

Parcel Number: 140-08-115-005

RECORDING REQUESTED BY

Name: Taylor, Bean & Whitaker Mortgage Corp.

RETURN TO

Name: Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave.
Address: Ocala, FL 34475

(Space Above This Line For Recording Data)
MIN: 100029500030341022 DEED OF TRUST

FHA CASE NO.

THIS DEED OF TRUST ("Security Instrument") is made on January 09, 2009
The grantor is MARLENE D NARVAEZ, a single woman and WALTER G SALVATIERRA, a single man, as joint tenants

("Borrower"). The trustee is

FIDELITY NATIONAL TITLE

("Trustee"). The beneficiary is

Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
Taylor, Bean & Whitaker Mortgage Corp.

("Lender") is organized and existing

under the laws of FL
has an address of 1417 North Magnolia Ave, Ocala, FL 34475

. Borrower owes Lender the principal sum of

One Hundred Thirty Seven Thousand Eight Hundred Thirty Seven and no/100
Dollars (U.S. \$ 137,837.00)

. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 01, 2039

. This Security Instrument secures to Lender:
(a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Clark

County, Nevada:

NEVADA FHA DEED OF TRUST

ITEM T2666L1 (0108)—MERS

(Page 1 of 9 pages)

6/96

GREATLAND

To Order Call: 1-800-530-5393 Fax: 616-781-1131



See Attached Exhibit A.

(If the legal description is a metes and bounds description, the name and mailing address of the preparer is:

Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave
Ocala, FL 34475

which has the address of

4616 HEARTS DESIRE AVENUE
[Street]

LAS VEGAS
[City]

, Nevada

89115
[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a

NEVADA FHA DEED OF TRUST

ITEM T288SL2 (0108)—MERS

(Page 2 of 9 pages)

GREATLAND ☐
To Order Call: 1-800-630-9393 ☐ Fax: 616-791-1131

mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 ~~et seq.~~ and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and

FIFTH, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

NEVADA FHA DEED OF TRUST

ITEM T2895L3 (0108)—MERS

(Page 3 of 9 pages)

GREATLAND ■
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

NEVADA FHA DEED OF TRUST

ITEM T269SL4 (0108)—MERS

(Page 4 of 9 pages)

GREATLAND ■
To Order Call: 1-800-530-5393 □ Fax: 616-791-1131

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Genuain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **eight months**

from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **eight months** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or

NEVADA FHA DEED OF TRUST

ITEM T209SL5 (0106)—MERS

(Page 5 of 9 pages)

GREATLAND ■
To Order Call: 1-800-530-9093 □ Fax: 616-791-1131

Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security

NEVADA FHA DEED OF TRUST

ITEM T260SL6 (0108)—MERS

(Page 6 of 9 pages)

GREATLAND ■
To Order Call: 1-800-530-9393 □ Fax: 816-791-1131

Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

NEVADA FHA DEED OF TRUST

ITEM T2695L7 (0108)—MERS

(Page 7 of 9 pages)

GREATLAND ■
To Order Call: 1-800-590-9399 □ Fax: 616-791-1131


21. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$

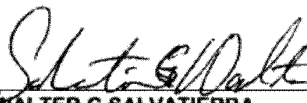
22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)].

- | | |
|--|---|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider |
| <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Rehabilitation Loan Rider |
| <input type="checkbox"/> Non-Owner Occupancy Rider | <input type="checkbox"/> Other [Specify] |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 9 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.


MARLENE D NARVAEZ (Seal) _____ (Seal)
-Borrower -Borrower


WALTER G SALVATIERRA (Seal) _____ (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

Witness:

Witness:

NEVADA FHA DEED OF TRUST

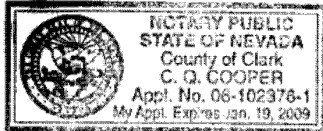
ITEM T2695L8 (0108)—MERS

(Page 8 of 9 pages)

GREATLAND ■
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131

State of Nevada
County of Clark

This instrument was acknowledged before me on Jan. 12, 2009 (date) by
Marlene D. Narvaez and Walter G. Salvatierra



(name[s] of person[s]).

C. Q. Cooper
C. Q. Cooper

Notary Public

Jan. 19, 2009

C. Q. Cooper

MAIL TAX STATEMENTS TO

Name: Taylor, Beau of Whitaker Mortgage Corp.

Address: 417 N. Magnolia Ave
Ocala,

NEVADA FIDELITY DEED OF TRUST

ITEM T2695L9 (0108)—MERS

(Page 9 of 9 pages)

GREATLAND ■
To Order Call: 1-800-530-8393 □ Fax: 816-791-1131

ORDER NO. [REDACTED]

REFERENCE NO: [REDACTED]

EXHIBIT "ONE"

LEGAL DESCRIPTION

LOT 5 IN BLOCK 3 OF ALEXANDER ESTATES, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 35, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 27, 2004 IN BOOK 22040227 AS DOCUMENT NO. 01479.

Chicago Title Insurance Company

2

FHA PLANNED UNIT DEVELOPMENT RIDER

FHA CASE NO.

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **9th** day of **January 2009** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **Taylor, Bean & Whitaker Mortgage Corp.**

("Lender") of the same date and covering the property described in the Security Instrument and located at:

**4616 HEARTS DESIRE AVENUE
LAS VEGAS, NV 89115**
[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as

ALEXANDER ESTATES
[Name of Planned Unit Development Project]

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

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ITEM78543L1 (9612)

(Page 1 of 2 pages)

GREATLAND ■
To Order Call: 1-800-530-9383 ☐ Fax 616-791-1131



C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this FHA Planned Unit Development Rider.


MARLENE D NARVAEZ

(Seal)
-Borrower

(Seal)
-Borrower


WALTER G SALVATIERRA

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

EXHIBIT 4

EXHIBIT 4

RECORDING REQUESTED BY
LAW OFFICES OF LES ZIEVE
30 Corporate Park, Suite 450
Irvine, CA 92606

APN# 140-00-118-065

WHEN RECORDED MAIL TO
NAME BANKRUPTCY DEPARTMENT
LAW OFFICES OF LES ZIEVE

MAILING
ADDRESS 30 Corporate Park, Suite 450

CITY, STATE Irvine, CA
ZIP CODE 92606

Inst #: 20150205-0003591

Fee: \$19.00

W/C Fee: \$26.00

02/05/2015 01:07:00 PM

Receipt #: 2305799

Requestor:

LSI TITLE AGENCY INC.

Recorded By: SUO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

ASSIGNMENT OF DEED OF TRUST

Requested and Prepared by:
Law Offices of Les Zieve

When Recorded Mail To:

Law Offices of Les Zieve
30 Corporate Park, suite 450
Irvine, CA 92606

File

MERS MIN: 100029500030341022
MERS PH: 1-888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:

Carrington Mortgage Services, LLC

All beneficial interest under that certain Deed of Trust dated: 1/9/2009 executed by Marlene D Narvaez, a single woman and Walter G Salvatierra, a single man, as joint tenants, as Trustor(s), to Fidelity National Title as Trustee, and recorded on 1/14/2009 as Instrument Number 20090114-0003074, of Official Records, in the office of the County Recorder of Clark County, Nevada secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

Dated: 1-21-2015

By: Mortgage Electronic Registration Systems, Inc., solely
as nominee for Taylor, Bean Whitaker Mortgage Corp.

State of CALIFORNIA
County of ORANGE


Elizabeth A. Coleman
Assistant Secretary

On _____ before me, _____, Notary Public,
personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature _____

MERS MIN: 100029500030341022

MERS PH: 1-888-679-6377
MERS Address: P.O. Box 2026 Flint, MI 48901-2026

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL – PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

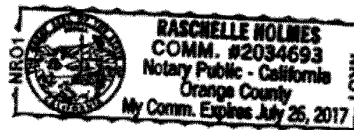
County of Orange

On 01/21/2015, before me, Raschelle Holmes, Notary Public, personally appeared, Elizabeth A. Ostermann, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Raschelle Holmes (seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Adm
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☐ Corporate Officer

(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

1 ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
2 KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
3 **TIFFANY & BOSCO, P.A.**
4 10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
5 (702) 258-8200
6 Attorney for Plaintiff
7 TB #20-72329

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 CARRINGTON MORTGAGE SERVICES,
11 LLC,

Case No.: A-21-831162-C
Dept. No.: XI

12 Plaintiff,

SUMMONS – WALTER G.
SALVATIERRA

13 vs.

14 MARLENE D. NARVAEZ, an individual;
15 WALTER G. SALVATIERRA, an individual;
16 U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR FIRST FRANKLIN
17 MORTGAGE LOAN TRUST 2006-FF10,
MORTGAGE PASS THROUGH
18 CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
19 through 10, inclusive;

20 Defendants.
21

22 **SUMMONS - CIVIL**

23 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
24 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS.**
READ THE INFORMATION BELOW.

25 **WALTER G. SALVATIERRA**

26 **TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against you
27 for the relief set forth in the Complaint.
28

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

1 1. If you intend to defend this lawsuit, within 21 days after this Summons is served
2 on you, exclusive of the day of service, you must do the following:

3 (a) File with the Clerk of this Court, whose address is shown below, a formal
4 written response to the Complaint in accordance with the rules of the Court,
5 with the appropriate filing fee.

6 (b) Serve a copy of your response upon the attorney whose name and address is
7 shown below.

8 2. Unless you respond, your default will be entered upon application of the
9 Plaintiff(s) and failure to so respond will result in a judgment of default against you for the
10 relief demanded in the Complaint, which could result in the taking of money or property or
11 other relief requested in the Complaint.

12 3. If you intend to seek the advice of an attorney in this matter, you should do so
13 promptly so that your response may be filed on time.

14 The State of Nevada, its political subdivisions, agencies, officers, employees, board
15 members, commission members and legislators each have 45 days after service of this
16 Summons within which to file an Answer or other responsive pleading to the Complaint.

17 Submitted by:


18 **TIFFANY & BOSCO, P.A.**

STEVEN D. GRIERSON

CLERK OF COURT

19 /s/ Ace C. Van Patten, Esq.

20 ACE C. VAN PATTEN, ESQ.
21 10100 W. Charleston Blvd., Suite 220
22 Las Vegas, Nevada 89135

By:  3/18/2021
Deputy Clerk Ofelia Davila
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

1 ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
2 KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
3 **TIFFANY & BOSCO, P.A.**
4 10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
5 (702) 258-8200
6 Attorney for Plaintiff
7 TB #20-72329

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 CARRINGTON MORTGAGE SERVICES,
11 LLC,

Case No.: A-21-831162-C
Dept. No.: XI

12 Plaintiff,

SUMMONS – MARLENE D. NARVAEZ

13 vs.

14 MARLENE D. NARVAEZ, an individual;
15 WALTER G. SALVATIERRA, an individual;
16 U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR FIRST FRANKLIN
17 MORTGAGE LOAN TRUST 2006-FF10,
MORTGAGE PASS THROUGH
18 CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
19 through 10, inclusive;

20 Defendants.
21

22 **SUMMONS - CIVIL**

23 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
24 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS.**
READ THE INFORMATION BELOW.

25 **MARLENE D. NARVAEZ**

26 **TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against you
27 for the relief set forth in the Complaint.
28

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

1. If you intend to defend this lawsuit, within 21 days after this Summons is served on you, exclusive of the day of service, you must do the following:

(a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:

STEVEN D. GRIERSON

TIFFANY & BOSCO, P.A.

CLERK OF COURT

3/18/2021

/s/ Ace C. Van Patten, Esq.

ACE C. VAN PATTEN, ESQ.
10100 W. Charleston Blvd., Suite 220
Las Vegas, Nevada 89135

~~By~~ **Ofelia David** _____ Date _____
Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

1 ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
2 KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
3 **TIFFANY & BOSCO, P.A.**
4 10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
5 (702) 258-8200
6 Attorney for Plaintiff

7 TB #20-72329

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 CARRINGTON MORTGAGE SERVICES,
11 LLC,

12 Plaintiff,

13 vs.

14 MARLENE D. NARVAEZ, an individual;
15 WALTER G. SALVATIERRA, an individual;
16 U.S. BANK NATIONAL ASSOCIATION, AS
17 TRUSTEE FOR FIRST FRANKLIN
18 MORTGAGE LOAN TRUST 2006-FF10,
19 MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
through 10, inclusive;

20 Defendants.
21

Case No.: A-21-831162-C
Dept. No.: XI

**SUMMONS – U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR
FIRST FRANKLIN MORTGAGE LOAN
TRUST 2006-FF10, MORTGAGE PASS
THROUGH CERTIFICATES, SERIES
2006-FF10**

22 **SUMMONS - CIVIL**

23 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
24 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS.**
READ THE INFORMATION BELOW.

25 **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR FIRST FRANKLIN**
26 **MORTGAGE LOAN TRUST 2006-FF10, MORTGAGE PASS THROUGH**
CERTIFICATES, SERIES 2006-FF10

27 **TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against you
28 for the relief set forth in the Complaint.

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

1. If you intend to defend this lawsuit, within 21 days after this Summons is served on you, exclusive of the day of service, you must do the following:

(a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.

(b) Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:

STEVEN D. GRIERSON

TIFFANY & BOSCO, P.A.

CLERK OF COURT

/s/ Ace C. Van Patten, Esq.
ACE C. VAN PATTEN, ESQ.
10100 W. Charleston Blvd., Suite 220
Las Vegas, Nevada 89135

By: Debra David _____ Date _____
Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

Steven D. Grierson

AFFIDAVIT OF DUE DILIGENCE

DISTRICT COURT CLARK COUNTY
CLARK COUNTY, STATE OF NEVADA

CARRINGTON MORTGAGE SERVICES, LLC,

Plaintiff(s)

v.

MARLENE D. NARVAEZ, an individual; et al.,

Defendant(s)

Case No.: A-21-831162-C

Ace C. Van Patten, Esq., Bar No. 11731

TIFFANY & BOSCO P.A.

10100 W Charleston Blvd Ste 220

Las Vegas, NV 89135

(702) 258-8200

Attorneys for the Plaintiff(s)

Client File# 20-72329

I, Judith Mae All, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons; Complaint, from TIFFANY & BOSCO P.A.

That attempts were made to serve Walter G. Salvatierra with Summons; Complaint, at:

Attempted at 4616 Hearts Desire Avenue, Las Vegas, NV 89115 On 3/24/2021 at 4:08 PM

Results: Spoke with: Edwin Narvaez - Co-Defendant's Brother - {Latino, Male, 30's, 5'10", 220 lbs., Black hair, Brown eyes, Mustache, Beard}. He states that subject does not reside at address, is in the process of a divorce and does not know current address. Took my contact information for his sister to call with address for subject.

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under penalty of perjury that the foregoing is true and correct.

Date: 4/1/2021

Judith Mae All
Judith Mae All
Registered Work Card# R-040570
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656



Control #: NV239552
Reference: 20-72329

Steven D. Grierson

AFFIDAVIT OF SERVICE

DISTRICT COURT CLARK COUNTY
CLARK COUNTY, STATE OF NEVADA

CARRINGTON MORTGAGE SERVICES, LLC,

Plaintiff(s)

v.

MARLENE D. NARVAEZ, an individual; et al.,

Defendant(s)

Case No.: A-21-831162-C

Ace C. Van Patten, Esq., Bar No. 11731

TIFFANY & BOSCO P.A.

10100 W Charleston Blvd Ste 220

Las Vegas, NV 89135

(702) 258-8200

Attorneys for the Plaintiff(s)

Client File# 20-72329

I, Judith Mae All, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons; Complaint, from TIFFANY & BOSCO P.A.

That on 4/6/2021 at 4:10 PM at 3101 Parkdale Circle, Las Vegas, NV 89121 I served Walter Salvatierra with the above-listed documents by personally delivering a true and correct copy of the documents by leaving with Antonio Diaz whose relationship is Stepfather/Co-Resident, a person of suitable age and discretion residing at the defendants usual place of abode.

That the description of the person actually served is as follows:

Gender: Male, Race: Latino, Age: 50's, Height: 5'10", Weight: 200 lbs., Hair: Black, Eyes: Brown, Marks: Mustache

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under penalty of perjury that the foregoing is true and correct.

Date: 4/9/2021

Judith Mae All
Judith Mae All
Registered Work Card# R-040570
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656



Control #: NV240208
Reference: 20-72329

Steven D. Grierson

AFFIDAVIT OF SERVICE

DISTRICT COURT CLARK COUNTY
CLARK COUNTY, STATE OF NEVADA

CARRINGTON MORTGAGE SERVICES, LLC,

Plaintiff(s)

v.

MARLENE D. NARVAEZ, an individual; et al.,

Defendant(s)

Case No.: A-21-831162-C

Ace C. Van Patten, Esq., Bar No. 11731

TIFFANY & BOSCO P.A.

10100 W Charleston Blvd Ste 220

Las Vegas, NV 89135

(702) 258-8200

Attorneys for the Plaintiff(s)

Client File# 20-72329

I, Judith Mae All, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons - Marlene D. Narvaez; Complaint, from TIFFANY & BOSCO P.A.

That on 3/24/2021 at 4:08 PM at 4616 Hearts Desire Avenue, Las Vegas, NV 89115 I served Marlene D. Narvaez with the above-listed documents by personally delivering a true and correct copy of the documents by leaving with Edwin Narvaez whose relationship is Brother/Co-Resident, a person of suitable age and discretion residing at the defendants usual place of abode.

That the description of the person actually served is as follows:

Gender: Male, Race: Latino, Age: 30's, Height: 5'10", Weight: 220 lbs., Hair: Black, Eyes: Brown, Marks: Mustache/Beard

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under penalty of perjury that the foregoing is true and correct.

Date: 3/26/2021

Judith Mae All

Judith Mae All
Registered Work Card# R-040570
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656



Control #: NV239550
Reference: 20-72329



1 ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
2 KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
3 **TIFFANY & BOSCO, P.A.**
4 10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
5 (702) 258-8200
6 Attorney for Plaintiff

7 TB #20-72329

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 CARRINGTON MORTGAGE SERVICES,
11 LLC,

12 Plaintiff,

13 vs.

14 MARLENE D. NARVAEZ, an individual;
15 WALTER G. SALVATIERRA, an individual;
U.S. BANK NATIONAL ASSOCIATION, AS
16 TRUSTEE FOR FIRST FRANKLIN
17 MORTGAGE LOAN TRUST 2006-FF10,
MORTGAGE PASS THROUGH
18 CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
19 through 10, inclusive;

20 Defendants.
21

Case No.: A-21-831162-C
Dept. No.: XI

NOTICE OF LIS PENDENS

22 **NOTICE IS HEREBY GIVEN:**

23
24 1. That an action has been commenced in the above entitled Court by the above-
25 named Plaintiff against the above-named Defendant, which action is pending.

26 2. That the object of this action and the relief demanded is as follows: Quiet Title,
27 Reformation and Declaratory Relief.
28

TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas NV 89135
Tel 258-8200 Fax 258-8787

TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas NV 89135
Tel 258-8200 Fax 258-8787

3. That the property affected by this action is located in Clark County, Nevada, commonly known as 4616 Hearts Desire Avenue, Las Vegas, NV 89115 140-08-115-005 with Assessor's Parcel Number 140-08-115-005 and is legally described as follows:

Lot 5 in Block 3 of Alexander Estates, as shown by map thereof on file in Book 115 of Plats, Page 35, in the Office of the County Recorder of Clark County, Nevada and amended by Certificate of Amendment recorded February 27, 2004 in Book 22040227 as Document No. 01479.

DATED June 1, 2021.

TIFFANY & BOSCO, P.A.

/s/ Krista J. Nielson, Esq.

Krista J. Nielson, Esq.

Nevada Bar No. 10698

Attorney for Plaintiff

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

Electronically Filed
7/14/2021 11:57 AM
Steven D. Grierson
CLERK OF THE COURT



1 ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
2 KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
3 **TIFFANY & BOSCO, P.A.**
4 10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
5 (702) 258-8200
6 Attorney for Plaintiff

7 TB #20-72329

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 CARRINGTON MORTGAGE SERVICES,
11 LLC,

12 Plaintiff,

13 vs.

14 MARLENE D. NARVAEZ, an individual;
15 WALTER G. SALVATIERRA, an individual;
16 U.S. BANK NATIONAL ASSOCIATION, AS
17 TRUSTEE FOR FIRST FRANKLIN
18 MORTGAGE LOAN TRUST 2006-FF10,
19 MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
through 10, inclusive;

20 Defendants.
21

Case No.: A-21-831162-C
Dept. No.: XI

DEFAULT – MARLENE D. NARVAEZ

22 It appearing from the files and records in the above-entitled action that Defendant,
23 Marlene D. Narvaez, being duly served with a copy of the Summons and Complaint on March
24 24, 2021; that no answer or other appearance having been filed and no further time having been

25 ///

26 ///

27 ///

28 ///

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

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granted, the default of the above-named Defendant for failing to answer or otherwise plead in response to Plaintiff's Complaint is hereby entered.

DATED this _____ day of July, 2021.

STEVEN D. GRIERSON
CLERK OF THE COURT



7/14/2021

Deputy Clerk

A-21-831182-C

Respectfully submitted by:

Michelle McCarthy

TIFFANY & BOSCO, P.A.

/s/ Krista J. Nielson, Esq.
KRISTA J. NIELSON, ESQ.
Attorneys for Plaintiff

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

Electronically Filed
7/14/2021 11:57 AM
Steven D. Grierson
CLERK OF THE COURT



1 ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
2 KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
3 **TIFFANY & BOSCO, P.A.**
4 10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
5 (702) 258-8200
6 Attorney for Plaintiff

7 TB #20-72329

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 CARRINGTON MORTGAGE SERVICES,
11 LLC,

12 Plaintiff,

13 vs.

14 MARLENE D. NARVAEZ, an individual;
15 WALTER G. SALVATIERRA, an individual;
16 U.S. BANK NATIONAL ASSOCIATION, AS
17 TRUSTEE FOR FIRST FRANKLIN
18 MORTGAGE LOAN TRUST 2006-FF10,
19 MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
through 10, inclusive;

20 Defendants.
21

Case No.: A-21-831162-C
Dept. No.: XI

DEFAULT – WALTER G.
SALVATIERRA

22 It appearing from the files and records in the above-entitled action that Defendant,
23 Walter G. Salvatierra, being duly served with a copy of the Summons and Complaint on April
24 6, 2021; that no answer or other appearance having been filed and no further time having been

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28 ///

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

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granted, the default of the above-named Defendant for failing to answer or otherwise plead in response to Plaintiff's Complaint is hereby entered.

DATED this _____ day of July, 2021.

STEVEN D. GRIERSON
CLERK OF THE COURT



7/14/2021

Deputy Clerk

A-21-631162-C

Michelle McCarthy

Respectfully submitted by:
TIFFANY & BOSCO, P.A.

/s/ Krista J. Nielson, Esq.
KRISTA J. NIELSON, ESQ.
Attorneys for Plaintiff

AFFIDAVIT OF SERVICE

DISTRICT COURT CLARK COUNTY
CLARK COUNTY, STATE OF NEVADA

Electronically Filed
7/15/2021 11:53 AM
Steven D. Grierson
CLERK OF THE COURT



CARRINGTON MORTGAGE SERVICES, LLC,

Plaintiff(s)

v.

MARLENE D. NARVAEZ, an individual; et al.,

Defendant(s)

Case No.:A-21-831162-C

Ace C. Van Patten, Esq., Bar No.11731

TIFFANY & BOSCO P.A

10100 W Charleston Blvd Ste 220

Las Vegas, NV 89135

(702) 258-8200

Attorneys for the Plaintiff(s)

Client File# 20-72329

I, John White, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons; Complaint, from TIFFANY & BOSCO P.A

That on 4/7/2021 at 3:53 PM at 7005 North Durango Drive, Las Vegas, NV 89149 I served U.S. Bank National Association, As Trustee For First Franklin Mortgage Loan Trust 2006-FF10, Mortgage Pass Through Certificates, Series 2006-FF10, by personally delivering and leaving a copy of the above-listed document(s) with Jeremiah Delacruz - Client Relations Consultant, a person of suitable age and discretion authorized to accept service of process.

That the description of the person actually served is as follows:

Gender: Male, Race: Asian, Age: 31 - 35 yrs., Height: 5'7 - 6'0, Weight: 181 - 200 lbs., Hair: Black, Eyes:N/A

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under penalty of perjury that the foregoing is true and correct.

Date: 4/13/2021



John White
Registered Work Card# R-2019-00318
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656



Control #:NV240209
Reference: 20-72329

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Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

Electronically Filed
7/15/2021 11:53 AM
Steven D. Grierson
CLERK OF THE COURT



1 ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
2 KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
3 **TIFFANY & BOSCO, P.A.**
4 10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
5 (702) 258-8200
6 Attorney for Plaintiff
7 TB #20-72329

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 CARRINGTON MORTGAGE SERVICES,
11 LLC,

Case No.: A-21-831162-C
Dept. No.: XI

12 Plaintiff,

DEFAULT – U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR
FIRST FRANKLIN MORTGAGE LOAN
TRUST 2006-FF10, MORTGAGE PASS
THROUGH CERTIFICATES, SERIES
2006-FF10

13 vs.

14 MARLENE D. NARVAEZ, an individual;
15 WALTER G. SALVATIERRA, an individual;
16 U.S. BANK NATIONAL ASSOCIATION, AS
17 TRUSTEE FOR FIRST FRANKLIN
18 MORTGAGE LOAN TRUST 2006-FF10,
19 MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
through 10, inclusive;

20 Defendants.
21

22 It appearing from the files and records in the above-entitled action that Defendant, U.S.
23 Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2006-FF10,
24 Mortgage Pass Through Certificates, Series 2006-FF10, being duly served with a copy of the
25 Summons and Complaint on April 7, 2021; that no answer or other appearance having been

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28 ///

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Las Vegas, NV 89135
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filed and no further time having been granted, the default of the above-named Defendant for failing to answer or otherwise plead in response to Plaintiff's Complaint is hereby entered.

DATED this _____ day of July, 2021.

STEVEN D. GRIERSON
CLERK OF THE COURT



7/19/2021

Deputy Clerk

Michelle McCarthy

A-21-831162-C

Respectfully submitted by:

TIFFANY & BOSCO, P.A.

/s/ Krista J. Nielson, Esq.
KRISTA J. NIELSON, ESQ.
Attorneys for Plaintiff



1 ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
2 KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
3 **TIFFANY & BOSCO, P.A.**
4 10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
5 (702) 258-8200
6 Attorney for Plaintiff

7 TB #20-72329

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 CARRINGTON MORTGAGE SERVICES,
11 LLC,

12 Plaintiff,

13 vs.

14 MARLENE D. NARVAEZ, an individual;
15 WALTER G. SALVATIERRA, an individual;
U.S. BANK NATIONAL ASSOCIATION, AS
16 TRUSTEE FOR FIRST FRANKLIN
17 MORTGAGE LOAN TRUST 2006-FF10,
MORTGAGE PASS THROUGH
18 CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
19 through 10, inclusive;

20 Defendants.
21

Case No.: A-21-831162-C
Dept. No.: XI

**APPLICATION FOR DEFAULT
JUDGMENT**

HEARING DATE REQUESTED

22 COMES NOW Plaintiff, CARRINGTON MORTGAGE SERVICES, LLC (hereinafter
23 the "Plaintiff"), by and through its counsel of record, Krista J. Nielson, Esq. of the law firm
24 Tiffany & Bosco, P.A., and moves this Court for entry of Judgment against Defendants,
25 Marlene D. Narvaez, Alter G. Salvatierra, and U.S. Bank National Association as Trustee for
26 First Franklin Mortgage Loan Trust 2006-FF10 Mortgage Pass Through Certificates, Series
27 2006-FF10 (hereinafter the "Defendants").
28

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Las Vegas NV 89135
Tel 258-8200 Fax 258-8787

1 This Application is supported by the default entered against the Defendants as well as
2 the Memorandum of Points and Authorities attached hereto.

3 **MEMORANDUM OF POINTS AND AUTHORITIES**

4 **I.**

5 **LEGAL ARGUMENT**

6 This is an action for declaratory relief and quiet title concerning the real property
7 commonly known as 4616 Hearts Desire Avenue, Las Vegas, Nevada 89115, Assessor's
8 Parcel Number 140-08-115-005 (hereinafter the "Subject Property"). The Plaintiff has served
9 all parties and requests judgment against the Defendants.

10 On or about January 9, 2009, Defendants executed a promissory note (hereinafter the
11 "Note") in favor of Taylor, Bean & Whitaker Mortgage Corp. for a home loan relating to the
12 Subject Property.

13 In conjunction with the Note, Defendants executed a deed of trust (hereinafter the
14 "Deed of Trust") listing Taylor, Bean & Whitaker Mortgage Corp. as lender and Mortgage
15 Electronic Registration Systems, Inc. as nominee beneficiary. The Deed of Trust was
16 recorded against the Subject Property with the Clark County Recorder on January 14, 2009, as
17 Instrument No. 20090114-0003074.

18 Plaintiff acquired its interest in the Subject Property by way of an Assignment of Deed
19 of Trust recorded with the Clark County Recorder on February 5, 2015, as Instrument No.
20 20150205-0003591.

21 At the time the loan documents were executed, the wrong legal description for the
22 Subject Property was included in the Grant Deed and Deed of Trust. As such, it is necessary to
23 quiet title to the Subject Property to ensure that the Deed of Trust reflects the correct legal
24 description of the Subject Property.

25 ///

26 ///

27 ///

28 ///

1 The legal description of the Subject Property listed in the Grant Deed and Deed of Trust
2 is as follows:

3 LOT 5 IN BLOCK 3 OF ALEXANDER ESTATES, AS SHOWN BY MAP
4 THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 35, IN THE OFFICE OF
5 THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND
6 AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY
7 27, 2004, IN BOOK 22040227 AS DOCUMENT NO. 01479.

8 15. The legal description of the Subject Property should have been listed in the
9 Grant Deed and Deed of Trust as follows:

10 LOT 5 IN BLOCK 3 OF ALEXANDER ESTATES, AS SHOWN BY MAP THEREOF
11 ON FILE IN BOOK 115 OF PLATS, PAGE 35, IN THE OFFICE OF THE COUNTY
12 RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY
13 CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 27, 2004, IN BOOK
14 **20040227** AS DOCUMENT NO. 01479.

15 The Defendants were duly served and failed to answer. On July 14, 2021, the Clerk of
16 the Court entered default against each Defendants. Pursuant to NRCP 55(b)(2), the Court may
17 enter a default judgment upon application of the party entitled thereto.

18 The Plaintiff's rights, status, and claims in relation to those of the Defendants in the
19 Subject Property are affected by multiple statutes and relevant case law regarding real estate
20 and lien priority.

21 Pursuant to NRS 30.040 and 40.010, the Plaintiff is entitled to declaratory relief as to
22 rights, status, and legal relations at issue in this matter in regards to the Subject Property.
23 Plaintiff seeks an order from this Court declaring that the deed of trust is enforceable by the
24 Plaintiff.

25 Plaintiff further seeks an order from this Court declaring that any and all documents
26 related to the Deed of Trust be amended and reformed to include or correspond to the correct
27 legal description of the Subject Property, and that the Plaintiff is authorized to record with the
28 Clark County Recorder an Order stating that the Grant Deed, Deed of Trust and any
subsequently recorded documents relating to the Subject Deed of Trust reflect the correct legal

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Las Vegas NV 89135
Tel 258-8200 Fax 258-8787

1 description of the Subject Property and that recording of the Order does not affect Plaintiff's
2 lien priority.

3 **II.**

4 **CONCLUSION**

5 Wherefore, the Plaintiff requests a default judgment against the Defendants declaring
6 that the Grant Deed and Deed of Trust are reformed.

7 DATED this 14th day of July, 2021

8
9 TIFFANY & BOSCO, P.A.

10 /s/ Krista J. Nielson, Esq.
11 KRISTA J. NIELSON, ESQ.
12 Nevada Bar No. 10698
13 10100 West Charleston Blvd., Ste. 220
14 Las Vegas NV 89135
15 *Attorneys for Plaintiff*
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Steven D. Grierson

1 ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
2 KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
3 **TIFFANY & BOSCO, P.A.**
4 10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
5 (702) 258-8200
6 Attorney for Plaintiff

7 TB #20-72329

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 CARRINGTON MORTGAGE SERVICES,
11 LLC,

12 Plaintiff,

13 vs.

14 MARLENE D. NARVAEZ, an individual;
15 WALTER G. SALVATIERRA, an individual;
16 U.S. BANK NATIONAL ASSOCIATION, AS
17 TRUSTEE FOR FIRST FRANKLIN
18 MORTGAGE LOAN TRUST 2006-FF10,
19 MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
through 10, inclusive,

20 Defendants.

Case No.: A-21-831162-C
Dept. No.: XI

**AFFIDAVIT OF PLAINTIFF IN
SUPPORT OF APPLICATION FOR
DEFAULT JUDGMENT**

HEARING DATE REQUESTED

21
22 STATE OF California)
Orange) ss.
23 COUNTY OF _____)

24 NOW COMES Elizabeth A. Ostermann, who after first being duly
25 sworn deposes and says:

26 1. I am an officer of Carrington Mortgage Services, LLC (hereinafter, "Plaintiff"),
27 the Plaintiff in the above-captioned action. As such, I am authorized to execute this Affidavit.
28

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Tel (702) 258-8200 Fax (702) 258-8787

1 2. As a mortgage servicer, Plaintiff collects payments from borrowers and
2 maintains up-to-date electronic records concerning the loans it services in its electronic record-
3 keeping system. I have access to Plaintiff's business records, including the business records for
4 and relating to the subject loan. I make this affidavit based upon my review of those records
5 relating to the Borrowers' loan and from my own personal knowledge of how the records are
6 kept and maintained. The loan records are maintained by Plaintiff in the course of its regularly
7 conducted business activities and are made at or near the time of the event, by or from
8 information transmitted by a person with personal knowledge. It is the regular practice to keep
9 such records in the ordinary course of a regularly conducted business activity.

10 3. To the extent that the business records of the loan in this matter were created by
11 a prior servicer, the prior servicer's records for the loan were integrated and boarded into
12 Plaintiff's systems, such that the prior servicer's records concerning the loan are now part of
13 Plaintiff's business records. Plaintiff conducts quality control and verification of the information
14 received from the prior servicer as part of the boarding process to ensure the accuracy of the
15 boarded records. It is the regular practice of Plaintiff to integrate prior servicers' records into
16 Plaintiff's business records, and to rely upon the accuracy of those boarded records in providing
17 its loan servicing functions. These prior servicer records are integrated and relied upon by
18 Plaintiff as part of Plaintiff's business records.

19 4. In connection with making this affidavit, I have acquired personal knowledge of
20 the matters stated herein by personally examining the business records pertaining to the subject
21 loan.

22 5. That your Affiant has examined the records of the loan in Plaintiff's system,
23 executed by Marlene D. Narvaez and Walter G. Salvatierra (hereinafter, "Borrowers") and I
24 have access to Plaintiff's electronic mortgage servicing system, documents and other records
25 (together the "business records"), maintained in the ordinary course of the regularly conducted
26 business activity of servicing mortgage loans. I have received training on how those business
27 records are kept and maintained, and I make this Affidavit based on the personal knowledge I
28

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1 acquired by a review of the business records of Plaintiff for the debt obligation for this Deed of
2 Trust.

3 6. That on or about January 9, 2009, the Borrowers executed a promissory note
4 (hereinafter the "Note") in favor of Taylor, Bean & Whitaker Mortgage Corp. A true and
5 correct copy of the Note is attached hereto as Exhibit 1.

6 7. That the Note evidences a home loan from Taylor, Bean & Whitaker Mortgage
7 Corp. to the Borrower pertaining to the real property commonly known as 4616 Hearts Desire
8 Avenue, Las Vegas, Nevada 89115, Assessor's Parcel Number 140-08-115-005 (hereinafter the
9 "Subject Property")

10 8. That the home loan agreement between Taylor, Bean & Whitaker Mortgage
11 Corp., as lender, Mortgage Electronic Registration Systems, Inc. ("MERS"), as beneficiary and
12 nominee for the Lender, and the Borrowers is further evidenced by a Deed of Trust (hereinafter
13 the "Deed of Trust") executed by the Borrowers and recorded with the Clark County Recorder
14 on January 14, 2009, as Instrument No. 20090114-0003074. A true and correct copy of the
15 Deed of Trust is attached hereto as Exhibit 2.

16 9. That the Deed of Trust, with all interest secured thereby, was transferred to
17 Plaintiff through an Assignment of Deed of Trust recorded with the Clark County Recorder's
18 Office on February 5, 2015, as Instrument No. 20150205-0003591. A true and correct copy of
19 the Assignment is attached hereto as Exhibit 3.

20 10. That at the time the loan documents were executed, the legal description attached
21 to the Grant Deed and Deed of Trust contained errors.

22 11. That the legal description of the Subject Property was listed in the Grant Deed
23 and Deed of Trust as follows:

24 LOT 5 IN BLOCK 3 OF ALEXANDER ESTATES, AS SHOWN
25 BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE
26 35, IN THE OFFICE OF THE COUNTY RECORDER OF
27 CLARK COUNTY, NEVADA AND AMENDED BY
28 CERTIFICATE OF AMENDMENT RECORDED FEBRUARY
27, 2004, IN BOOK 22040227 AS DOCUMENT NO. 01479.

TIFFANY & BOSCO, P.A.
10100 W. Charleston Boulevard, Suite 220
Las Vegas, NV 89135
Tel (702) 258-8200 Fax (702) 258-8787

12. That the legal description of the Subject Property should have been listed in the Grant Deed and Deed of Trust as follows:

LOT 5 IN BLOCK 3 OF ALEXANDER ESTATES, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 35, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 27, 2004, IN BOOK 20040227 AS DOCUMENT NO. 01479.

13. That Plaintiff is the current beneficiary to the Deed of Trust and payee under the Note.

14. That the indebtedness created by the Note has not been satisfied, and the unpaid balance is still due and owing on the Note.

15. That I could testify of these facts if called upon to do so.

Further your Affiant sayeth naught.

DATED this 9 day of July, 2021.

By: [Signature]

Name: Elizabeth A. Ostermann

Vice President, Carrington Mortgage Services, LLC

Title: _____

Date: 7/9/2021

Notary public or other officer completing this Certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

SUBSCRIBED and SWORN to before me on this 9th day of the month of July, 2021, by Elizabeth A. Ostermann, a NA of NV, provide on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument. Witness my hand and official seal.

[Signature]
NOTARY PUBLIC in and for
said State and County

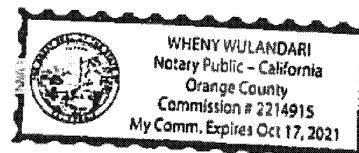


EXHIBIT 1

EXHIBIT 1

NOTE

FHA CASE NO.

January 09, 2009
[Date]

4616 HEARTS DESIRE AVENUE
LAS VEGAS, NV 89115
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Taylor, Bean & Whitaker Mortgage Corp.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **One Hundred Thirty Seven Thousand Eight Hundred Thirty Seven and no/100** Dollars (U.S. \$137,837.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Five and One Half**

percent (**5.5000%**) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **March 01, 2009**. Any principal and interest remaining on the first day of **February 2030**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Ave, Ocala, FL 34475

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$782.62. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

MULTISTATE FHA FIXED RATE NOTE

ITEM 6432L1 (0609)



6/96

GreatDocs™
(Page 1 of 2)

T6432_20080902.100003

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

☐ Growing Equity Allonge

☐ Graduated Payment Allonge

☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent (**4.0000** %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

MULTISTATE FBA FIXED RATE NOTE

ITEM 6432L2 (0608)

GreatDocs™
(Page 2 of 3)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Note.


MARLENE D. NARVAEZ

(Seal)
-Borrower

(Seal)
-Borrower


WALTER G. SALVATIERRA

(Seal)
-Borrower

(Seal)
-Borrower

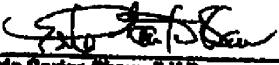
(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Without recourse, pay to the order of

By: Taylor, Bess & Whitaker
Mortgage Corp.


Erin Carter-Shaw, E.V.P.

MULTISTATE FIIA FIXED RATE NOTE

ITEM 0432L3 (0609)

GreatDocs™
(Page 3 of 3)

EXHIBIT 2

EXHIBIT 2



20090114-0003074

Fee: \$26.00 RPTT: \$0.00

N/C Fee: \$25.00

01/14/2009 12:28:02

T20090013855

Requestor:

FIDELITY RAINBOW

Debbie Conway OSA

Clark County Recorder Pgs: 13

I hereby affirm that this document
submitted for recording does not
contain a Social Security number.


Signature

Marlene D. Marvacz Buyer
Printed name & title

APN# 140-08-115-005

Recording Requested By:

Name: Taylor, Bean & Whitaker Mortgage Corp.
Address: 1417 North Magnolia Ave
City/State/Zip: Ocala, FL 34475

"DEED OF TRUST"

If legal description is a metes and bounds description, furnish the following information:

Legal Description obtained from _____ (type of
document), Book _____, Page _____, Document Number _____,
recorded _____ (date) in the _____
County Recorder office.

If Surveyor, please provide name and address.

This page added to provide additional information required by NRS 111.312 Sections
1-4. (Additional recording fee applies.)

This cover page must be typed.

C0819L0 - NV Affirmation Cover Sheet

C0819_20070530.100000

Parcel Number: 140-08-115-005

RECORDING REQUESTED BY

Name: Taylor, Bean & Whitaker Mortgage Corp.

RETURN TO

Name: Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave.
Address: Ocala, FL 34475

[Space Above This Line For Recording Data]

MIN: 100029500030341022

DEED OF TRUST

FHA CASE NO.

THIS DEED OF TRUST ("Security Instrument") is made on January 09, 2009
The grantor is MARLENE D NARVAEZ, a single woman and WALTER G SALVATIERRA, a single man, as joint tenants

("Borrower"). The trustee is

FIDELITY NATIONAL TITLE

("Trustee"). The beneficiary is

Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
Taylor, Bean & Whitaker Mortgage Corp.

("Lender") is organized and existing

under the laws of FL
has an address of 1417 North Magnolia Ave, Ocala, FL 34475

. Borrower owes Lender the principal sum of

One Hundred Thirty Seven Thousand Eight Hundred Thirty Seven and no/100
Dollars (U.S. \$137,837.00)

. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 01, 2039. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Clark

County, Nevada:

NEVADA FIDELITY DEED OF TRUST

ITEM T209SL1 (0108)—MERS

(Page 1 of 9 pages)

6/96

GREATLAND
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See Attached Exhibit A.

(If the legal description is a metes and bounds description, the name and mailing address of the preparer is:

Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave
Ocala, FL 34475

which has the address of

4616 HEARTS DESIRE AVENUE

[Street]

LAS VEGAS
[City]

, Nevada

89115
[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a

NEVADA FHA DEED OF TRUST

ITEM T268SL2 (0108)—MERS

(Page 2 of 9 pages)

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mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

THIRD, to interest due under the Note;

FOURTH, to amortization of the principal of the Note; and

FIFTH, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

NEVADA FHA DEED OF TRUST

ITEM T2606L3 (0108)—MERS

(Page 3 of 9 pages)

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5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

NEVADA FHA DEED OF TRUST

ITEM T2606L4 (0106)—MERS

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8. **Fees.** Lender may collect fees and charges authorized by the Secretary.
9. **Grounds for Acceleration of Debt.**
 - (a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
 - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
 - (b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
 - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
 - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.
 - (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
 - (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
 - (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within **eight months** from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **eight months** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, in the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
11. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or

NEVADA FHA DEED OF TRUST

ITEM T2005LS (0104)—MERS

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Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security

NEVADA FHA DEED OF TRUST

ITEM T2886L9 (0108)—MERS

(Page 6 of 9 pages)

GREATLAND III
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Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this paragraph 18 or applicable law.

19. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law.

20. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

NEVADA FIDELITY DEED OF TRUST

ITEM 7286617 (0106)—MERS

(Page 7 of 9 pages)


GREATLAND III
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21. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$

22. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)].

- | | |
|--|---|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Graduated Payment Rider |
| <input type="checkbox"/> Growing Equity Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Rehabilitation Loan Rider |
| <input type="checkbox"/> Non-Owner Occupancy Rider | <input type="checkbox"/> Other [Specify] |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 9 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

 (Seal) _____ (Seal)
MARLENE D NARVAEZ -Borrower -Borrower

 (Seal) _____ (Seal)
WALTER G SALVATIERRA -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

Witness:

Witness:

NEVADA FHA DEED OF TRUST

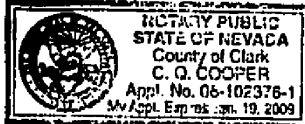
ITEM T2886LS (0108)---MERS

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State of Nevada
County of Clark

This instrument was acknowledged before me on Jan. 12, 2009 (date) by
Marlene D. Narvaez and Walter G. Salvatierra



(name[s] of person[s]).

C. Q. Cooper
C. Q. Cooper

Notary Public

Jan. 19, 2009
C. Q. Cooper

MAIL TAX STATEMENTS TO

Name: Taylor, Beane & Whitaker Mortgage Corp.

Address: 417 N. Magnolia Ave
Ocala,

NEVADA FIDELITY DEED OF TRUST

ITEM T2006L9 (0106)---MERS

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GREATLAND III

To Order Call: 1-800-330-9393 CI Fax: 816-781-1131

ORDER NO. [REDACTED]

REFERENCE NO: [REDACTED]

EXHIBIT "ONE"

LEGAL DESCRIPTION

LOT 5 IN BLOCK 3 OF ALEXANDER ESTATES, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 115 OF PLATS, PAGE 35, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 27, 2004 IN BOOK 22040227 AS DOCUMENT NO. 01479.

Chicago Title Insurance Company
2

FHA PLANNED UNIT DEVELOPMENT RIDER

FHA CASE NO.

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 9th day of January 2009 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to Taylor, Bean & Whitaker Mortgage Corp.

("Lender") of the same date and covering the property described in the Security Instrument and located at:

4516 HEARTS DESIRE AVENUE
LAS VEGAS, NV 89115
(Property Address)

The Property Address is a part of a planned unit development ("PUD") known as

ALEXANDER ESTATES
(Name of Planned Unit Development Project)

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

ITEM 705-CL1 (8/10)



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C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this FHA Planned Unit Development Rider.

 MARLENE D'HARVAEZ	(Seal) Borrower	_____	(Seal) Borrower
 WALTER G SALVATIERRA	(Seal) Borrower	_____	(Seal) Borrower
_____	(Seal) Borrower	_____	(Seal) Borrower

(Sign Original Only)

EXHIBIT 3

EXHIBIT 3

RECORDING REQUESTED BY
LAW OFFICES OF LES ZIEVE
30 Corporate Park, Suite 450
Irvine, CA 92606

APN# 140-00-118-005

WHEN RECORDED MAIL TO
NAME BANKRUPTCY DEPARTMENT
LAW OFFICES OF LES ZIEVE

MAILING
ADDRESS 30 Corporate Park, Suite 450

CITY, STATE Irvine, CA
ZIP CODE 92606

Inet #: 20150205-0003591

Fee: \$19.00

N/C Fee: \$25.00

02/05/2015 01:07:00 PM

Receipt #: 2305799

Requestor:

LSI TITLE AGENCY INC.

Recorded By: SUO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

ASSIGNMENT OF DEED OF TRUST

Requested and Prepared by:
Law Offices of Les Zieve

When Recorded Mail To:

Law Offices of Les Zieve
30 Corporate Park, suite 450
Irvine, CA 92606

Fi

MERS MIN: 100029500030341022
MERS PH: 1-888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:

Carrington Mortgage Services, LLC

All beneficial interest under that certain Deed of Trust dated: 1/9/2009 executed by Marlene D Narvaez, a single woman and Walter G Salvatierra, a single man, as joint tenants, as Trustor(s), to Fidelity National Title as Trustee, and recorded on 1/14/2009 as Instrument Number 20090114-0003074, of Official Records, in the office of the County Recorder of Clark County, Nevada secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

Dated: 1-21-2015

By: Mortgage Electronic Registration Systems, Inc., solely
as nominee for Taylor, Bean Whitaker Mortgage Corp.

State of CALIFORNIA
County of ORANGE


Elizabeth A. O'Connell
Assistant Secretary

On _____ before me, _____, Notary Public,
personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

MERS MIN: 100029500030341022

MERS PH: 1-888-679-6377
MERS Address: P.O. Box 2026 Flint, MI 48501-2026

See attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL - PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 01/21/2015, before me, Raschelle Holmes, Notary Public, personally appeared, Elizabeth A. Ostermann, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Raschelle Holmes (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Adm
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
7/26/2021 9:30 AM
Steven D. Grierson
CLERK OF THE COURT



Carrington Mortgage Services, LLC,
Plaintiff(s)
vs.
Marlene Narvaez, Defendant(s)

Case No.: A-21-831162-C

Department 11

NOTICE OF HEARING

Please be advised that the Application for Default Judgment in the above-entitled matter is set for hearing as follows:

Date: August 27, 2021

Time: Chambers

Location: Chambers
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

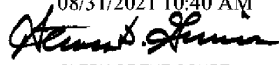
By: /s/ Ondina Amos
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Ondina Amos
Deputy Clerk of the Court

TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas NV 89135
Tel 258-8200 Fax 258-8787

Electronically Filed
08/31/2021 10:40 AM

CLERK OF THE COURT

ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
(702) 258-8200
Attorney for Plaintiff

TB #20-72329

DISTRICT COURT

CLARK COUNTY, NEVADA

CARRINGTON MORTGAGE SERVICES,
LLC,

Plaintiff,

vs.

MARLENE D. NARVAEZ, an individual;
WALTER G. SALVATIERRA, an individual;
U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR FIRST FRANKLIN
MORTGAGE LOAN TRUST 2006-FF10,
MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
through 10, inclusive,

Defendants.

Case No.: A-21-831162-C
Dept. No.: XI

DEFAULT JUDGMENT

This Court, having read Plaintiff's Amended Application for Default Judgment, the Affidavit in Support thereof, and having reviewed the matter on August 27, 2021, in Chambers, and good cause, the Court finds as follows:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Judgment be and hereby is entered in favor of Plaintiff, Carrington Mortgage Services, LLC, and against Defendants, Marlene D. Narvaez, Walter G. Salvatierra, and U.S. Bank National Association, as Trustee for First Franklin Mortgage Loan Trust 2006-FF10, Mortgage Pass Through

- 1 -

Statistically closed: USJR - CV - Default Judgment (USDJ)

TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas NV 89135
Tel 258-8200 Fax 258-8787

1 Certificates, Series 2006-FF10 ("Defendants"), declaring that the Grant, Bargain Sale Deed,
2 recorded with the Clark County Recorder on January 14, 2009, as Instrument No. 20090114-
3 0003073, and the Deed of Trust recorded with the Clark County Recorder on January 14,
4 2009, as Instrument No. 20090114-0003074, against the real property commonly known as
5 4616 Hearts Desire Avenue, Las Vegas, Nevada 89115, Assessor's Parcel Number 140-08-
6 115-005 (hereinafter the "Subject Property") are amended and reformed to include the
7 corrective legal description of the Subject Property as follows:

8 LOT 5 IN BLOCK 3 OF ALEXANDER ESTATES, AS SHOWN BY MAP THEREOF
9 ON FILE IN BOOK 115 OF PLATS, PAGE 35, IN THE OFFICE OF THE COUNTY
10 RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY
11 CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 27, 2004, IN BOOK
20040227 AS DOCUMENT NO. 01479.

12 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the recording of
13 this Order reforms the legal description of the referenced documents, that no re-recording of the
14 Grant, Bargain, Sale Deed or Deed of Trust is necessary, and that the recording of this Order
15 does not affect the lien priority of the subject Deed of Trust.

16 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Notice of
17 Pendency of Action recorded with the Clark County Recorder on June 14, 2021, as Instrument
18 No. 20210614-0001422, is hereby removed, released, and of no further effect.

Dated this 31st day of August, 2021

19 
20 DISTRICT COURT JUDGE

21
22 Respectfully submitted by:
23 TIFFANY & BOSCO, P.A.

469 9E8 5825 7A0F
Elizabeth Gonzalez
District Court Judge

24 /s/ Krista J. Nielson, Esq.
25 KRISTA J. NIELSON, ESQ.
26 Nevada Bar No. 10698
27 10100 West Charleston Blvd., Ste. 220
28 Las Vegas NV 89135
Attorneys for Plaintiff

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Carrington Mortgage Services,
7 LLC, Plaintiff(s)

CASE NO: A-21-831162-C

8 vs.

DEPT. NO. Department 11

9 Marlene Narvaez, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Default Judgment was served via the court's electronic eFile system to
14 all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 8/31/2021

15 Tiffany & Bosco

efilenv@tblaw.com

16 Krista Nielson

KNielson@tblaw.com



ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
(702) 258-8200
Attorney for Plaintiff

TB #20-72329

DISTRICT COURT

CLARK COUNTY, NEVADA

CARRINGTON MORTGAGE SERVICES,
LLC,

Case No.: A-21-831162-C
Dept. No.: XI

Plaintiff,

vs.

**NOTICE OF ENTRY OF DEFAULT
JUDGMENT**

MARLENE D. NARVAEZ, an individual;
WALTER G. SALVATIERRA, an individual;
U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR FIRST FRANKLIN
MORTGAGE LOAN TRUST 2006-FF10,
MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
through 10, inclusive;

Defendants.

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that a **DEFAULT JUDGMENT** has been entered on the 31st day of August, 2021, in the above captioned matter, a copy of which is attached hereto.

Dated this 31st day of August, 2021.

TIFFANY & BOSCO, P.A.

/s/ Krista J. Nielson

KRISTA J. NIELSON, ESQ.
Attorneys for Plaintiff

TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135
Tel 258-8200 Fax 258-8787

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Tiffany & Bosco, P.A., and on the 11th day of October, 2021, a copy of the Notice of Entry of Order was served on all parties via U.S. Mail and/or electronic service to registered users:

Walter Salvatierra
3101 Parkdale Circle
Las Vegas, NV 89121

Marlene D. Narvaez
4616 Hearts Desire Avenue
Las Vegas, NV 89115

/s/ Nicole Lane
An Employee of Tiffany & Bosco, P.A

TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas NV 89135
Tel 258-8200 Fax 258-8787

1 ACE C. VAN PATTEN, ESQ.
Nevada Bar No. 11731
2 KRISTA J. NIELSON, ESQ.
Nevada Bar No. 10698
3 **TIFFANY & BOSCO, P.A.**
4 10100 W. Charleston Blvd., Ste. 220
Las Vegas, Nevada 89135
5 (702) 258-8200
6 Attorney for Plaintiff

7 TB #20-72329

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 CARRINGTON MORTGAGE SERVICES,
11 LLC,

12 Plaintiff,

13 vs.

14 MARLENE D. NARVAEZ, an individual;
15 WALTER G. SALVATIERRA, an individual;
U.S. BANK NATIONAL ASSOCIATION, AS
16 TRUSTEE FOR FIRST FRANKLIN
17 MORTGAGE LOAN TRUST 2006-FF10,
MORTGAGE PASS THROUGH
18 CERTIFICATES, SERIES 2006-FF10; DOES 1
through 10 and ROE BUSINESS ENTITIES 1
19 through 10, inclusive,

20 Defendants.
21

Case No.: A-21-831162-C
Dept. No.: XI

DEFAULT JUDGMENT

22 This Court, having read Plaintiff's Amended Application for Default Judgment, the
23 Affidavit in Support thereof, and having reviewed the matter on August 27, 2021, in Chambers,
24 and good cause, the Court finds as follows:

25 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Judgment be and
26 hereby is entered in favor of Plaintiff, Carrington Mortgage Services, LLC, and against
27 Defendants, Marlene D. Narvaez, Walter G. Salvatierra, and U.S. Bank National Association,
28 as Trustee for First Franklin Mortgage Loan Trust 2006-FF10, Mortgage Pass Through

TIFFANY & BOSCO, P.A.
10100 W. Charleston Blvd., Ste. 220
Las Vegas NV 89135
Tel 258-8200 Fax 258-8787

1 Certificates, Series 2006-FF10 ("Defendants"), declaring that the Grant, Bargain Sale Deed,
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5 4616 Hearts Desire Avenue, Las Vegas, Nevada 89115, Assessor's Parcel Number 140-08-
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9 ON FILE IN BOOK 115 OF PLATS, PAGE 35, IN THE OFFICE OF THE COUNTY
10 RECORDER OF CLARK COUNTY, NEVADA AND AMENDED BY
11 CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 27, 2004, IN BOOK
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18 No. 20210614-0001422, is hereby removed, released, and of no further effect.

Dated this 31st day of August, 2021

19 
20 DISTRICT COURT JUDGE

21
22 Respectfully submitted by:
23 TIFFANY & BOSCO, P.A.

469 9E8 5825 7A0F
Elizabeth Gonzalez
District Court Judge

24 /s/ Krista J. Nielson, Esq.
25 KRISTA J. NIELSON, ESQ.
26 Nevada Bar No. 10698
27 10100 West Charleston Blvd., Ste. 220
28 Las Vegas NV 89135
Attorneys for Plaintiff

CASE NO. A-21-831162-C

Dept. *Steven D. Grierson*

DISTRICT COURT
CLARK COUNTY, NEVADA

CARRINGTON MORTGAGE
SERVICES, LLC,
PLAINTIFF,

vs.

MARLENE D. NARVAEZ, AN INDIVIDUAL;
WALTER G. SALVATIERRA, AN INDIVIDUAL;
U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR FIRST FRANKLIN
MORTGAGE LOAN TRUST 2006-FF10,
MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10; DOES &
THROUGH 10 AND ROE BUSINESS ENTITIES &
THROUGH 10, INCLUSIVE;
DEFENDANTS,

NOTICE
OF
APPEAL

Notice is hereby given that WALTER G.
SALVATIERRA, PETITIONER/DEFENDANT ABOVE
NAMED, hereby appeals to the Court of Appeals
for the State of Nevada from the final
Judgment/Order (NOTICE OF ENTRY OF
DEFAULT JUDGMENT)
ENTERED in this action DAY OF
_____, 20____

RECEIVED
OCT 12 2021
CLERK OF THE COURT

1*

1 DATED THIS 30 day OF SEPTEMBER 2021

2
3 X *Salvador* *Walt*

4 X WALTER GEOFFREY SALVATIERRA,
5 NDOC # 1244436

6 APPELLANT - PRO PER

7 HIGH DESERT STATE PRISON

8 P.O. BOX 650

9 INDIAN SPRINGS, NEVADA

10 89070-0650

CERTIFICATE OF SERVICE By MAIL

I, WALTER GEOFFREY SALVATIERRA, hereby
CERTIFY, PURSUANT TO RULE 5(b) OF THE NRCR,
THAT ON THIS 31 day OF SEPTEMBER, 2001,
I SERVED A TRUE AND CORRECT COPY OF THE ABOVE-
ENTITLED NOTICE OF ENTRY OF DEFAULT
JUDGMENT, POSTAGE PREPAID AND ADDRESSED
AS FOLLOWS:

DISTRICT COURT	MARLENE D. NARVAEZ
CLARK COUNTY, NEVADA	4616 HEARTS DESIRE
AND: OFFICE OF THE CLERK	AVENUE
601 N. PECOS ROAD	LAS VEGAS, NV.
LAS VEGAS, NV. 89101	89115

SIGNATURE: *Walter Geoffrey Salvatierra*
PRINT NAME: WALTER GEOFFREY SALVATIERRA
NDOC # 1244436
HIGH DESERT STATE PRISON
P.O. BOX 650
INDIAN SPRINGS, NEVADA
89070-0650

AFFIRMATION PURSUANT TO NRS 239B.030

I, WALTER GEOFFREY SALVATIERRA,
NDOC # 1244436, CERTIFY THAT I AM THE
UNDERSIGNED INDIVIDUAL AND THAT THE
ATTACHED DOCUMENT ENTITLED
NOTICE OF ENTRY OF DEFAULT JUDGMENT,
DOES NOT CONTAIN THE SOCIAL SECURITY
NUMBER OF ANY PERSON, UNDER THE PAINS
AND PENALTIES OF PERJURY.

DATED THIS 30 DAY OF SEPTEMBER, 2021.

SIGNATURE:

INMATE PRINTED NAME: WALTER G. SALVATIERRA

INMATE NDOC: 1244436

HIGH DESERT STATE PRISON

P.O. BOX 650

INDIAN SPRINGS, NEVADA

89070-0650

Walter Salvatierra Unit 11B-1
ID. #1244436

High Desert State Prison

P.O. Box 650

Indian Springs N.V. 89070

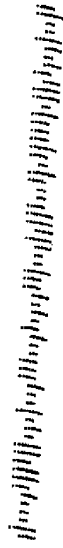
LAS VEGAS NV 890

1 OCT 2021 PM 4 L



District Court
Clerk of Court
601 N. Pecos
Las Vegas N.V. 89101

89101-240801



13 73





1 ASTA

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5
6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**
9

10 CARRINGTON MORTGAGE SERVICES, LLC,

11 Plaintiff(s),

12 vs.

13 MARLENE D. NARVAEZ; WALTER G.
14 SALVATIERRA; U.S. BANK NATIONAL
15 ASSOCIATION, AS TRUSTEE FOR FIRST
16 FRANKLIN MORTGAGE LOAN TRUST 2006-
FF10, MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10,

17 Defendant(s),
18
19

Case No: A-21-831162-C

Dept No: XI

20 **CASE APPEAL STATEMENT**

21 1. Appellant(s): Walter G. Salvatierra

22 2. Judge: Elizabeth Gonzalez

23 3. Appellant(s): Walter G. Salvatierra

24 Counsel:

25 Walter G. Salvatierra 31244436
26 P.O. Box 650
27 Indian Springs, NV 89070

28 4. Respondent (s): Carrington Mortgage Services, LLC

Counsel:

Ace C. Van Patten, Esq.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
Permission Granted: N/A
- Respondent(s)'s Attorney Licensed in Nevada: Yes
Permission Granted: N/A
6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No
7. Appellant Represented by Appointed Counsel On Appeal: N/A
8. Appellant Granted Leave to Proceed in Forma Pauperis**: N/A
***Expires 1 year from date filed*
Appellant Filed Application to Proceed in Forma Pauperis: No
Date Application(s) filed: N/A
9. Date Commenced in District Court: March 16, 2021
10. Brief Description of the Nature of the Action: REAL PROPERTY - Other
Type of Judgment or Order Being Appealed: Judgment
11. Previous Appeal: No
Supreme Court Docket Number(s): N/A
12. Child Custody or Visitation: N/A
13. Possibility of Settlement: Unknown

Dated This 14 day of October 2021.

Steven D. Grierson, Clerk of the Court

/s/ Heather Ungermann

Heather Ungermann, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Walter G. Salvatierra

CASE NO: A-21-831162-C

Deputy *Steven D. Grierson*

IN THE 8TH JUDICIAL DISTRICT COURT OF
THE STATE OF NEVADA IN AND FOR THE COUNTY
OF CLARK

CARRINGTON MORTGAGE
SERVICES, LLC,
Plaintiff,
vs.

NOTICE
OF
APPEAL

MARLENE D. NARVAEZ, AN INDIVIDUAL;
WALTER G. SALVATIERRA, AN INDIVIDUAL;
U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR FIRST FRANKLIN
MORTGAGE LOAN TRUST 2006-FE10,
MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FE10; DOES 1
THROUGH 10 AND DOE BUSINESS ENTITIES 1
THROUGH 10, INCLUSIVE;
DEFENDANTS.

NOTICE IS HEREBY GIVEN THAT WALTER
GEOFFREY SALVATIERRA, PETITIONER / DEFENDANT
ABOVE NAMED, HERE APPEALS TO THE COURT OF APPEALS
FOR THE STATE OF NEVADA FROM THE FINAL
JUDGMENT / ORDER (NOTICE OF ENTRY OF
DEFAULT JUDGMENT

RECEIVED

OCT 18 2021

CLERK OF THE COURT

1#

1
2 ENTERED IN THIS ACTION ON THE day
3 OF , 20 .
4

5 DATED THIS 8 day OF OCTOBER , 2001.
6
7

8 X. Salvatierra W. Alt

9 WALTER G. SALVATIERRA

10 NDOC# 1244436

11 Appellant - Pro Per

12 HIGH DESERT STATE PRISON

13 P.O. Box 650

14 INDIAN SPRINGS, NV,

15 89070-0650
16
17
18
19
20
21
22
23
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28

CERTIFICATE OF SERVICE BY MAIL

I, WALTER G. SALVATIERRA, hereby certify pursuant to Rule 5(b) of the NRCF, that on this 6 day of October, 2021, I served a true and correct copy of the ABOVE-ENTITLED NOTICE OF ENTRY OF DEFAULT JUDGMENT POSTAGE PREPAID AND ADDRESSED AS FOLLOWS:

8 th Judicial District Court	Marlene Narvaez
ATTN: Clerk of the Court	4616 HEARTS
200 LEWIS AVENUE - 3 RD FL.	DESIRE AVENUE
LAS VEGAS, NV. 89155-1160	LAS VEGAS, NV.
	89115

Walter G. SALVATIERRA # 1244436
HIGH DESERT STATE PRISON
P.O. Box 650
INDIAN SPRINGS, NV. 89070

INMATE WDOC # 1244436
X. *[Signature]* Walsh
WALTER G. SALVATIERRA
HIGH DESERT STATE PRISON
P.O. Box 650
INDIAN SPRINGS, NV. 89070

1 AFFIRMATION PURSUANT TO NRS 239B.030

2
3 I, WALTER G. SALVATIERRA, NDOC # 1244436
4 CERTIFY THAT I AM THE UNDERSIGNED
5 INDIVIDUAL AND THAT THE ATTACHED
6 DOCUMENT ENTITLED NOTICE OF ENTRY
7 OF DEFAULT JUDGMENT, DOES NOT
8 CONTAIN THE SOCIAL SECURITY NUMBER OF
9 ANY PERSON, UNDER THE PAINS AND
10 PENALTIES OF PERJURY

11
12 DATE THIS 9 DAY OF OCTOBER, 2021.

13
14
15 SIGNATURE: *Walter*

16 WALTER G. SALVATIERRA

17 INMATE NDOC # 1244436

18 HIGH DESERT STATE PRISON

19 P.O. BOX 650

20 INDIAN SPRINGS, NV.

21 89070-0650

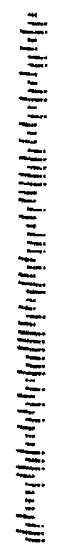
WALTER G. SALVATIERRA
HIGH DESERT STATE FRIENDS # 12114136
P.O. Box 650
TODD SQUADS, NV
89070-0650

LAS VEGAS NV 890
13 OCT 2021 PM 4 L



8th Judicial District Court
THE COUNTY OF CLARK
200 LEWIS AVENUE - 3RD FLOOR
LAS VEGAS, NV. 89155-1160

65150-1160





1 ASTA

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6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**
9

10 CARRINGTON MORTGAGE SERVICES, LLC,

11 Plaintiff(s),

12 vs.

13 MARLENE D. NARVAEZ; WALTER G.
14 SALVATIERRA; U.S. BANK NATIONAL
15 ASSOCIATION, AS TRUSTEE FOR FIRST
16 FRANKLIN MORTGAGE LOAN TRUST 2006-
FF10, MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10,

17 Defendant(s),
18
19

Case No: A-21-831162-C

Dept No: XI

20 **CASE APPEAL STATEMENT**

21 1. Appellant(s): Walter Salvatierra

22 2. Judge: Elizabeth Gonzalez

23 3. Appellant(s): Walter Salvatierra

24 Counsel:

25 Walter Salvatierra 31244436
26 P.O. Box 650
27 Indian Springs, NV 89070

28 4. Respondent (s): Carrington Mortgage Services, LLC

Counsel:

Ace C. Van Patten, Esq.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
Permission Granted: N/A
- Respondent(s)'s Attorney Licensed in Nevada: Yes
Permission Granted: N/A
6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No
7. Appellant Represented by Appointed Counsel On Appeal: N/A
8. Appellant Granted Leave to Proceed in Forma Pauperis**: N/A
***Expires 1 year from date filed*
Appellant Filed Application to Proceed in Forma Pauperis: No
Date Application(s) filed: N/A
9. Date Commenced in District Court: March 16, 2021
10. Brief Description of the Nature of the Action: REAL PROPERTY - Other
Type of Judgment or Order Being Appealed: Judgment
11. Previous Appeal: Yes
Supreme Court Docket Number(s):
12. Child Custody or Visitation: N/A
13. Possibility of Settlement: Unknown

Dated This 20 day of October 2021.

Steven D. Grierson, Clerk of the Court

/s/ Amanda Hampton
Amanda Hampton, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Walter Salvatierra

CASE NO: A-21-831162-C

Dept. *Deputy*

DISTRICT COURT
CLARK COUNTY, NEVADA

CARRINGTON MORTGAGE
SERVICES, LLC,
PLAINTIFF,

vs.

NOTICE
OF
APPEAL

MARLENE D. DAVIAEZ, AN INDIVIDUAL;
WALTER G. SALVATIERRA, AN INDIVIDUAL;
U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR FIRST FRANKLIN
MORTGAGE LOAN TRUST 2006-FF10,
MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10; DOES 1
THROUGH 10 AND ROE BUSINESS ENTITIES 1
THROUGH 10, INCLUSIVE;
DEFENDANTS,

NOTICE IS HEREBY GIVEN THAT WALTER
GEOFFREY SALVATIERRA, PETITIONER / DEFENDANT
ABOVE NAME, HERE APPEALS TO THE COURT OF APPEALS
FOR THE STATE OF NEVADA FROM THE FINAL
JUDGMENT / ORDER (NOTICE OF ENTRY OF
DEFAULT JUDGMENT

RECEIVED

OCT 20 2021
CLERK OF THE COURT

CERTIFICATE OF SERVICE BY MAIL

I, WALTER G. SALVATIERRA, hereby certify pursuant to Rule 5(b) of the NRCR, that on this 10/8/21 day of October, 2021, I served a true and correct copy of the above-entitled NOTICE OF ENTRY OF DEFAULT JUDGMENT POSTAGE PREPAID AND ADDRESSED AS FOLLOWS:

DISTRICT COURT	MARLENE NARVAEZ
CLARK COUNTY, NEVADA	4616 HEARTS
ATTN: CLERK OF THE COURT	DESIRE AVENUE
401 SOUTH 3 RD STREET	LAS VEGAS, NV.
LAS VEGAS, NV. 89101	89115

WALTER G. SALVATIERRA #1244436
HIGH DESERT STATE PRISON
P.O. BOX 650
INDIAN SPRINGS, NV. 89070

Inmate NDOC #1244436
X. ~~Salv~~ Walter
WALTER G. SALVATIERRA
HIGH DESERT STATE PRISON
P.O. BOX 650
INDIAN SPRINGS, NV. 89070

1
2 ENTERED IN THIS ACTION ON THE _____ DAY
3 OF _____, 20____.

4
5 DATED THIS 10/8/21 DAY OF OCTOBER, 2021
6

7
8 X *Salvador*

9 WALTER G. SALVATIERRA

10 NDOC # 1244436

11 APPELLANT - PRO PER

12 HIGH DESERT STATE PRISON

13 P.O. BOX 650

14 INDIAN SPRINGS, NV.

15 89070-0650
16
17
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19
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28

1 AFFIRMATION PURSUANT TO NRS 239 B. 030

2
3 I, WALTER G. SALVATIERRA, WDOC # 1244436
4 CERTIFY THAT I AM THE UNDERSIGNED
5 INDIVIDUAL AND THAT THE ATTACHED
6 DOCUMENT ENTITLED NOTICE OF ENTRY OF
7 DEFAULT JUDGMENT, DOES NOT CONTAIN
8 THE SOCIAL SECURITY NUMBER OF ANY
9 PERSON, UNDER THE PAINS AND PENALTIES
10 OF PERJURY.
11

12 DATE THIS 10/8/21 DAY OF OCTOBER, 2021
13
14

15 SIGNATURE:

16 WALTER G. SALVATIERRA

17 INMATE WDOC # 1244436

18 HIGH DESERT STATE PRISON

19 P.O. BOX 650

20 INDIAN SPRINGS, NV.

21 89070-0650
22
23
24
25
26
27
28

108



1 ASTA

2
3
4
5
6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**
9

10 CARRINGTON MORTGAGE SERVICES, LLC,

11 Plaintiff(s),

12 vs.

13 MARLENE D. NARVAEZ; WALTER G.
14 SALVATIERRA; U.S. BANK NATIONAL
15 ASSOCIATION, AS TRUSTEE FOR FIRST
16 FRANKLIN MORTGAGE LOAN TRUST 2006-
FF10, MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10,

17 Defendant(s),
18
19

Case No: A-21-831162-C

Dept No: XI

20 **CASE APPEAL STATEMENT**

21 1. Appellant(s): Walter G. Salvatierra

22 2. Judge: Elizabeth Gonzalez

23 3. Appellant(s): Walter G. Salvatierra

24 Counsel:

25 Walter G. Salvatierra #1244436
26 P.O. Box 650
27 Indian Springs, NV 89070

28 4. Respondent (s): Carrington Mortgage Services, LLC

Counsel:

Ace C. Van Patten, Esq.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
Permission Granted: N/A
- Respondent(s)'s Attorney Licensed in Nevada: Yes
Permission Granted: N/A
6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No
7. Appellant Represented by Appointed Counsel On Appeal: N/A
8. Appellant Granted Leave to Proceed in Forma Pauperis**: N/A
***Expires 1 year from date filed*
Appellant Filed Application to Proceed in Forma Pauperis: No
Date Application(s) filed: N/A
9. Date Commenced in District Court: March 16, 2021
10. Brief Description of the Nature of the Action: REAL PROPERTY - Other
Type of Judgment or Order Being Appealed: Judgment
11. Previous Appeal: Yes
Supreme Court Docket Number(s): 83650
12. Child Custody or Visitation: N/A
13. Possibility of Settlement: Unknown

Dated This 21 day of October 2021.

Steven D. Grierson, Clerk of the Court

/s/ Heather Ungermann

Heather Ungermann, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Walter G. Salvatierra

CASE NO. * A-21-831162-C

Dept. No. *Steven D. Grierson*

IN THE 8TH JUDICIAL DISTRICT COURT OF
THE STATE OF NEVADA IN AND FOR THE COUNTY OF
CLARK,

CARRINGTON MORTGAGE
SERVICES, LLC,
Plaintiff,

vs.

NOTICE
OF
APPEAL

MARLENE D. DARVAEZ, AN INDIVIDUAL;
WALTER G. SALVATIERRA, AN INDIVIDUAL;
U.S. BANK NATIONAL ASSOCIATION, AS
TRUSTEE FOR FIRST FRANKLIN
MORTGAGE LOAN TRUST 2006-FF10,
MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10; DOES 1
THROUGH 10 AND ROE BUSINESS ENTITIES 1
THROUGH 10, INCLUSIVE;
DEFENDANTS.

NOTICE IS HEREBY GIVEN THAT WALTER GEOFFREY
SALVATIERRA, DEFENDANT ABOVE NAME, HEREBY
APPEALS TO THE COURT OF APPEALS FOR THE STATE OF
NEVADA FROM THE FINAL JUDGMENT / ORDER (
DEFAULT JUDGMENT)

RECEIVED

OCT 26 2021

CLERK OF THE COURT

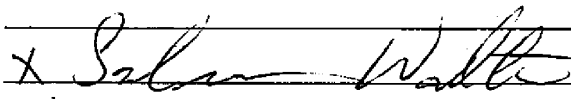
CERTIFICATE OF SERVICE BY MAIL

I, WALTER GEOFFREY SALVATIERRA, hereby
CERTIFY PURSUANT TO RULE 5(b) OF THE NRCR,
THAT ON THIS 1st day OF OCTOBER, 2021, I
SERVED A TRUE AND CORRECT COPY OF THE ABOVE-
ENTITLED DEFAULT JUDGMENT, POSTAGE
PREPAID AND ADDRESSED AS FOLLOWS:

8th Judicial District Court
ATTN: CLERK OF THE COURT
200 LEWIS AVENUE - 3RD FLOOR
LAS VEGAS, NV. 89105-1160

MARLENE D. WARVAEZ
4616 HEARTS DESIRE AVE.
LAS VEGAS, NV. 89115

WALTER G. SALVATIERRA
H.D.S.P. #1244436
P.O. Box 650
INDIAN SPRINGS, NV.
89070

X 
WALTER G. SALVATIERRA
HIGH DESERT STATE PRISON
P.O. BOX 650
INDIAN SPRINGS, NV.
89070-0650

1
2
3 ENTERED IN THIS ACTION ON THE _____ day OF
4 _____, 20____,
5

6
7 DATED THIS 1st day OF OCTOBER, 2021.
8
9

10
11 X *Salvador Vald*
12 WALTER GEOFFREY SALVATIERRA
13 NDOC # 1244436
14 APPELLANT - PRO PER
15 HIGH DESERT STATE PRISON
16 P.O. BOX 650
17 INDIAN SPRINGS, NV.
18 89070-0650
19
20
21
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25
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28

1 AFFIRMATION PURSUANT TO NRS 239B.030

2
3 I, WALTER G. SALVATIERRA, NDOC #
4 1244436, CERTIFY THAT I AM THE UNDERSIGNED
5 INDIVIDUAL AND THAT THE ATTACHED
6 DOCUMENT ENTITLED DEFAULT JUDGMENT
7 DOES NOT CONTAIN THE SOCIAL SECURITY
8 NUMBER OF ANY PERSONS, UNDER THE PAINS
9 AND PENALTIES OF PERJURY.

10
11 DATED THIS 18 DAY OF OCTOBER, 2021

12
13 X *Salvatierra Walter*

14 WALTER GEOFFREY SALVATIERRA

15 INMATE NDOC # 1244436

16 HIGH DESERT STATE PRISON

17 P.O. BOX 650

18 INDIAN SPRINGS, NV.

19 89070-0650

HIGHT DESERT STATE PRISON # 1244436

Box 910

Indian Springs, W.V.

861070-0670

"L'età è già!"

0000014000

8TH JUDICIAL DISTRICT COURT
ATTN: CLERK OF THE COURT
200 LEWIS AVENUE - 3RD FLOOR
LAS VEGAS, NV. 89155-1160

LAS VEGAS NV 890

22 OCT 2021 PM 3 L

FOREVER / USA

10



1 ASTA

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5
6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**
9

10 CARRINGTON MORTGAGE SERVICES, LLC,

11 Plaintiff(s),

12 vs.

13 MARLENE D. NARVAEZ; WALTER G.
14 SALVATIERRA; U.S. BANK NATIONAL
15 ASSOCIATION, AS TRUSTEE FOR FIRST
16 FRANKLIN MORTGAGE LOAN TRUST 2006-
FF10, MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10,

17 Defendant(s),
18
19

Case No: A-21-831162-C

Dept No: XI

20 **CASE APPEAL STATEMENT**

21 1. Appellant(s): Walter G. Salvatierra

22 2. Judge: Elizabeth Gonzalez

23 3. Appellant(s): Walter G. Salvatierra

24 Counsel:

25 Walter G. Salvatierra #1244436
26 P.O. Box 650
27 Indian Springs, NV 89070

28 4. Respondent (s): Carrington Mortgage Services, LLC

Counsel:

Ace C. Van Patten, Esq.
10100 W. Charleston Blvd., Ste. 220
Las Vegas, NV 89135

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: Yes
Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis**: N/A
***Expires 1 year from date filed*
Appellant Filed Application to Proceed in Forma Pauperis: No
Date Application(s) filed: N/A

9. Date Commenced in District Court: March 16, 2021

10. Brief Description of the Nature of the Action: REAL PROPERTY - Other

Type of Judgment or Order Being Appealed: Judgment

11. Previous Appeal: Yes

Supreme Court Docket Number(s): 83650

12. Child Custody or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 27 day of October 2021.

Steven D. Grierson, Clerk of the Court

/s/ Amanda Hampton

Amanda Hampton, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Walter G. Salvatierra

THIS SEALED
DOCUMENT,
NUMBERED PAGE(S)
118 - 123
WILL FOLLOW VIA
U.S. MAIL

Electronically Filed
11/16/2021

Heather S. Linn
CLERK OF THE COURT

1 Code: 3860
2 Name: WALTER G. SALVATICERRA #1244436
3 Address: H.D.S.P. - P.O. Box 650
Indian Springs, NV. 89070-0650
4 Telephone: N/A
Email: N/A
Self-Represented Litigant

5
6 ^{QTH}
IN THE FAMILY DIVISION
OF THE ~~83000~~ JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR THE COUNTY OF ~~WASHOE~~

8 MARLENE D. SALVATICERRA
9 A.K.A.

CLARK

10 MARLENE D. SALVATICERRA,
Plaintiff / Petitioner / Joint Petitioner,

Case No. 11-21-831162-C

Dept. No. XI

11 vs.

12 WALTER G. SALVATICERRA,
13 Defendant / Respondent / Joint Petitioner.

14
15 REQUEST FOR SUBMISSION

16 I request that the Application to Waive Fees and Costs filed on 10/29/21
17 (Date the form was filed)

18 be submitted to the Court for decision.

19 This document does not contain the Social Security Number of any person.

20
21 Date: 10/29/21

Signature:

Salvaticerra

22
23 Print Your Name: WALTER SALVATICERRA

MISC

Name: WALTER G. SALVATIERRA #1244436
Address: H.D.S.P. - P.O. Box 650
INDIAN SPRINGS, NV. 89070-0650
Phone: N/A
Email: N/A
Attorney for _____
Nevada State Bar No. _____

8th Judicial District Court
CLARK, Las Vegas, Nevada

<u>MARLENE D. SALVATIERRA</u> <u>A.K.A.</u> <u>MARLENE D. NARVAEZ</u> Plaintiff,	Case No. <u>A-21-831162-C</u>
vs. <u>WALTER G. SALVATIERRA</u> Defendant.	Dept. <u>XI</u>

GENERAL FINANCIAL DISCLOSURE FORM

A. Personal Information:

1. What is your full name? (first, middle, last) WALTER GEOFFREY SALVATIERRA
2. How old are you? 37
3. What is your date of birth? 08/19/1984
4. What is your highest level of education? 12th

B. Employment Information:

1. Are you currently employed/ self-employed? (☒ check one)

☒ No

☐ Yes If yes, complete the table below. Attached an additional page if needed.

Date of Hire	Employer Name	Job Title	Work Schedule (days)	Work Schedule (shift times)

2. Are you disabled? (☒ check one)

☒ No

☐ Yes

If yes, what is your level of disability? _____

What agency certified you disabled? _____

What is the nature of your disability? _____

C. Prior Employment: If you are unemployed or have been working at your current job for less than 2 years, complete the following information.

Prior Employer: Evim Brothers Date of Hire: 6/1/2017 Date of Termination: 5/3/21
Reason for Leaving: TERMINATED

INCARCERATED

Monthly Personal Income Schedule

A. Year-to-date Income.

As of the pay period ending 0 my gross year to date pay is 0.

B. Determine your Gross Monthly Income.

Hourly Wage

<u>12.00</u>	×	<u>0</u>	=	<u>0</u>	×	52	=	<u>0</u>	÷	12	=	<u>0</u>
Hourly Wage		Number of hours worked per week		Weekly Income		Weeks		Annual Income		Months		Gross Monthly Income

Annual Salary

<u>0</u>	÷	12	=	<u>0</u>
Annual Income		Months		Gross Monthly Income

C. Other Sources of Income.

Source of Income	Frequency	Amount	12 Month Average
Annuity or Trust Income		<u>0</u>	
Bonuses		<u>0</u>	
Car, Housing, or Other allowance:		<u>0</u>	
Commissions or Tips:		<u>0</u>	
Net Rental Income:		<u>0</u>	
Overtime Pay		<u>0</u>	
Pension Retirement:		<u>0</u>	
Social Security Income (SSI):		<u>0</u>	
Social Security Disability (SSD):		<u>0</u>	
Spousal Support		<u>0</u>	
Child Support		<u>0</u>	
Workman's Compensation		<u>0</u>	
Other:		<u>0</u>	
Total Average Other Income Received			

Total Average Gross Monthly Income (add totals from B and C above)	
--	--

D. Monthly Deductions

INCARCERATED

	Type of Deduction	Amount
1.	Court Ordered Child Support (automatically deducted from paycheck)	0
2.	Federal Health Savings Plan	0
3.	Federal Income Tax	0
4.	Health Insurance Amount for you: _____ For Opposing Party: _____ For your Child(ren): _____	
5.	Life, Disability, or Other Insurance Premiums	0
6.	Medicare	0
7.	Retirement, Pension, IRA, or 401(k)	0
8.	Savings	0
9.	Social Security	0
10.	Union Dues	0
11.	Other: (Type of Deduction)	0
Total Monthly Deductions (Lines 1-11)		

Business/Self-Employment Income & Expense Schedule**A. Business Income:**

What is your average gross (pre-tax) monthly income/revenue from self-employment or businesses?
\$ _____

B. Business Expenses: Attach an additional page if needed.

Type of Business Expense	Frequency	Amount	12 Month Average
Advertising		0	
Car and truck used for business		0	
Commissions, wages or fees		0	
Business Entertainment/Travel		0	
Insurance		0	
Legal and professional		0	
Mortgage or Rent		0	
Pension and profit-sharing plans		0	
Repairs and maintenance		0	
Supplies		0	
Taxes and licenses (include est. tax payments)		0	
Utilities		0	
Other:			
Total Average Business Expenses			

IN CARCERATED

Personal Expense Schedule (Monthly)

A. Fill in the table with the amount of money **you** spend each month on the following expenses and check whether you pay the expense for you, for the other party, or for both of you.

Expense	Monthly Amount I Pay	For Me <input type="checkbox"/>	Other Party <input type="checkbox"/>	For Both <input checked="" type="checkbox"/>
Alimony/Spousal Support	0			
Auto Insurance	300			X
Car Loan/Lease Payment	0			X
Cell Phone	200			X
Child Support (not deducted from pay)	0			
Clothing, Shoes, Etc...	300			X
Credit Card Payments (minimum due)	0			X
Dry Cleaning	0			
Electric	100			X
Food (groceries & restaurants)	0			
Fuel	0			
Gas (for home)	0			
Health Insurance (not deducted from pay)	0			
HOA	0			
Home Insurance (if not included in mortgage)	0			
Home Phone	0			
Internet/Cable	0			
Lawn Care	0			
Membership Fees	0			
Mortgage/Rent/Lease	0			
Pest Control	0			
Pets	0			
Pool Service	0			
Property Taxes (if not included in mortgage)	0			
Security	0			
Sewer	0			
Student Loans	0			
Unreimbursed Medical Expense	0			
Water	0			
Other:				
Total Monthly Expenses	0			

Household Information

- A. Fill in the table below with the name and date of birth of each child, the person the child is living with, and whether the child is from this relationship. Attached a separate sheet if needed.

	Child's Name	Child's DOB	Whom is this child living with?	Is this child from this relationship?	Has this child been certified as special needs/disabled?
1 st	Sebastian Salvatierra	2/2/12	now mother	yes	no
2 nd	Diana Salvatierra	1/6/10	now mother	yes	yes
3 rd					
4 th					

- B. Fill in the table below with the amount of money you spend each month on the following expenses for each child.

Type of Expense	1 st Child	2 nd Child	3 rd Child	4 th Child
Cellular Phone				
Child Care				
Clothing				
Education				
Entertainment				
Extracurricular & Sports				
Health Insurance (if not deducted from pay)				
Summer Camp Programs				
Transportation Costs for Visitation				
Unreimbursed Medical Expenses				
Vehicle				
Other:				
Total Monthly Expenses	0	0		

- C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc...)	Monthly Contribution

Personal Asset and Debt Chart

- A. Complete this chart by listing all of your assets, the value of each, the amount owed on each, and whose name the asset or debt is under. If more than 15 assets, attach a separate sheet.

Line	Description of Asset and Debt Thereon	Gross Value	Total Amount Owed	Net Value	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	- \$	= \$	
2.		\$	- \$	= \$	
3.		\$	- \$	= \$	
4.		\$	- \$	= \$	
5.		\$	- \$	= \$	
6.		\$	- \$	= \$	
7.		\$	- \$	= \$	
8.		\$	- \$	= \$	
9.		\$	- \$	= \$	
10.		\$	- \$	= \$	
11.		\$	- \$	= \$	
12.		\$	- \$	= \$	
13.		\$	- \$	= \$	
14.		\$	- \$	= \$	
15.		\$	- \$	= \$	
Total Value of Assets (add lines 1-15)		\$	- \$	= \$	

- B. Complete this chart by listing all of your unsecured debt, the amount owed on each account, and whose name the debt is under. If more than 5 unsecured debts, attach a separate sheet.

Line #	Description of Credit Card or Other Unsecured Debt	Total Amount owed	Whose Name is on the Account? You, Your Spouse/Domestic Partner or Both
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
Total Unsecured Debt (add lines 1-6)		\$	

CERTIFICATION

Attorney Information: Complete the following sentences:

1. I (have/have not) HAVE NOT retained an attorney for this case.
2. As of the date of today, the attorney has been paid a total of \$ _____ on my behalf.
3. I have a credit with my attorney in the amount of \$ _____.
4. I currently owe my attorney a total of \$ _____.
5. I owe my prior attorney a total of \$ _____.

IMPORTANT: Read the following paragraphs carefully and initial each one.

WS I swear or affirm under penalty of perjury that I have read and followed all instructions in completing this Financial Disclosure Form. I understand that, by my signature, I guarantee the truthfulness of the information on this Form. I also understand that if I knowingly make false statements I may be subject to punishment, including contempt of court.

_____ I have attached a copy of my 3 most recent pay stubs to this form.

_____ I have attached a copy of my most recent YTD income statement/P&L statement to this form, if self-employed.

WS I have not attached a copy of my pay stubs to this form because I am currently unemployed.

Salman Wadhwa
Signature

10/29/21
Date

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

That on (date) OCTOBER 29, 2021, service of the General Financial Disclosure Form was made to the following interested parties in the following manner:

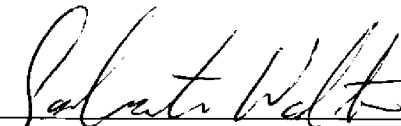
☒ Via 1st Class U.S. Mail, postage fully prepaid addressed as follows:

STEVEN D. GRIERSON, 200 LEWIS AVE., 3RD FL.

☐ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR 9, to:

☐ Via Facsimile and/or Email Pursuant to the Consent of Service by Electronic Means on file herein to: _____

Executed on the 29 day of OCTOBER 2021.


Signature

WALTER G. SALVATIERRA

HIGH DESERT STATE PRISON #124-1436

P.O. BOX 650

INDIAN SPRINGS, NV. 89070-0650



Las Vegas PMDC 89199
NOV 01 NOV 2021 PM

RECEIVED

NOV 15 2021

CLERK OF THE COURT

ESERT STATE PI

OCT 31 20

UNIT 11

STEVEN D. GRIERSON,
CLERK OF THE COURT

200 LEWIS AVENUE, 3RD FLOOR

"LEGAL MAIL"

LAS VEGAS, NV.

CONFIDENTIAL

89155-1160

1 Code: _____

2 IN THE FAMILY DIVISION

3 8th
4 OF THE ~~CLERK~~ JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

5 IN AND FOR THE COUNTY OF ~~CLARK~~
6 MARLENE D. SALVATIERRA CLARK
A.K.A.

7 MARLENE D. NARVAEZ

8 Plaintiff / Petitioner,

Case No. A-21-831162-C

9 vs.

Dept. No. XI

10 WALTER G. SALVATIERRA

11 Defendant / Respondent.

12 ORDER REGARDING WAIVER OF FEES AND COSTS

13
14 Upon consideration of WALTER G. SALVATIERRA's declaration of
15 insufficient income, property, or resources to pay Court costs and fees in this case, and other good
16 cause appearing,

17 ☐ **IT IS HEREBY ORDERED** that pursuant to NRS 12.015, the Clerk of the Court shall
18 allow the applicant to proceed with the filing of documents without costs and fees and issue any
19 necessary writ, process, pleading or paper without charge, and that the Sheriff or any other appropriate
20 public officer within the State make personal service of any necessary writ, process, pleading or paper
21 without charge for the said applicant. ***This Order waives fees until a final order is entered in this***
22 ***case, unless the Court rules otherwise.***

23 ☐ The Waiver of Fees and Costs is **DENIED** for the following reason:

24 ☐ The applicant does not qualify.

25 ☐ Other: _____

26 DATED this _____ day of _____, 20____.

27
28 _____
DISTRICT JUDGE / COURT MASTER

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Real Property

COURT MINUTES

August 27, 2021

A-21-831162-C Carrington Mortgage Services, LLC, Plaintiff(s)
vs.
Marlene Narvaez, Defendant(s)

August 27, 2021 3:00 AM Motion

HEARD BY: Gonzalez, Elizabeth

COURTROOM: Chambers

COURT CLERK: Valeria Guerra

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- The Court has reviewed the application for default judgment and the supporting materials, as Defendant has failed to appear, good cause having been shown, Plaintiff to submit a judgment.

CLERK S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. -
vg//8/27/21

Certification of Copy and Transmittal of Record

State of Nevada }
County of Clark } SS:

Pursuant to the Supreme Court order dated December 20, 2021, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the case referenced below. The record comprises one volume with pages numbered 1 through 151.

CARRINGTON MORTGAGE SERVICES,
LLC,

Plaintiff(s),

vs.

MARLENE D. NARVAEZ; WALTER G.
SALVATIERRA; U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR FIRST
FRANKLIN MORTGAGE LOAN TRUST
2006-FF10, MORTGAGE PASS THROUGH
CERTIFICATES, SERIES 2006-FF10,

Defendant(s),

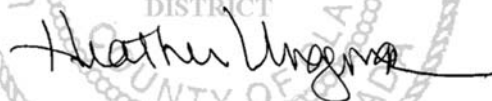
Case No: A-21-831162-C

Dept. No: XI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 5 day of January 2022.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk

